



Board of Commissioners

May 11, 2017

6:30 PM

City Hall – Massie Chambers

Agenda:

1. Call to order by the Mayor.

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.

3. Reading of the minutes of the April 27, 2017 regular meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

6. Reports and comments from committees, members of the Board of Commissioners and other officers.

7. Old Business.

- a. Consider Ordinance 17-894, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change 86.11 acres on Allen Road from Sumner County RA, Residential to LDRPUD, Low Density Residential Planned Unit Development. **SECOND READING / PUBLIC HEARING**

8. New Business.

- a. Consider Ordinance 17-895, an ordinance creating a stormwater fee appeals application fee. **FIRST READING**
- b. Consider Ordinance 17-896, an ordinance providing that the Code of ordinances of the City of Goodlettsville be amended by adding a new article to Title 9 providing for the regulation of mobile food vendors. **FIRST READING**
- c. Consider Resolution 17-733, a resolution annexing a section of Allen Road right-of-way by the City of Goodlettsville, Tennessee. **PUBLIC HEARING**
- d. Consider Resolution 17-734, a resolution adopting a plan of service for annexation of a section of Allen Road right-of-way. **PUBLIC HEARING**
- e. Consider Resolution 17-735, a resolution annexing a 27.50 acre property on Allen Road by the City of Goodlettsville, Tennessee. **PUBLIC HEARING**
- f. Consider Resolution 17-736, a resolution adopting a plan of service for annexation of 27.50 acres on Allen Road. **PUBLIC HEARING**

- g. Consider Resolution 17-737, a resolution annexing a 38.88 acre property on Allen Road by the City of Goodlettsville, Tennessee. **PUBLIC HEARING**
- h. Consider Resolution 17-738, a resolution adopting a plan of service for annexation of 38.88 acres on Allen Road. **PUBLIC HEARING**
- i. Consider Resolution 17-739, a resolution annexing a 19.73 acre property on Allen Road by the City of Goodlettsville, Tennessee. **PUBLIC HEARING**
- j. Consider Resolution 17-740, a resolution adopting a plan of service for annexation of 19.73 acres on Allen Road. **PUBLIC HEARING**
- k. Consider Resolution 17-742, a resolution authorizing the execution of a contract between the City of Goodlettsville, Tennessee and Waste Industries of Tennessee, LLC for providing sanitation and curbside recycling services.

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main St.— Goodlettsville, TN 37072—615-851-2200—Fax 615-851-2212

www.goodlettsville.gov

ORDINANCE NO. 17-894

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 TO CHANGE 86.11 ACRES ON ALLEN ROAD FROM SUMNER COUNTY RA, RESIDENTIAL TO LDRPUD, LOW DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, and use of residential buildings, structures; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to protecting the character and maintain the stability of residential areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to planned unit developments districts which promote flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; and,

WHEREAS, The Goodlettsville Municipal/Regional Planning Commission has reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners based on the City's Sumner County Urban Growth Boundary Plan and the City's Comprehensive Land Use Plan, and,

WHEREAS, The Goodlettsville Municipal/Regional Planning Commission approved the rezoning recommendation for the proposed annexed 86.11 acres at their April 3, 2017 meeting with the stipulation that a development master plan be submitted meeting the City's requirements for Planned Unit Developments; and,

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map adopted by Ordinance No. 15-851 entered on second reading on November 12, 2015 being the municipal zoning map of Goodlettsville, Tennessee, be and the same is hereby amended as follows:

By zoning the hereinafter described area as LRDPUD- Low Density Residential Planned Unit Development for the properties attached as "EXHIBIT A" and described as follows:

SUMNER COUNTY PROPERTY TAX MAP 143, PARCEL 33.00 CONTAINING APPROXIMATELY 27.50 ACRES AND SUMNER COUNTY PROPERTY TAX MAP 139, PARCEL 61.00 CONTAINING APPROXIMATELY 38.88 ACRES AND SUMNER COUNTY PROPERTY TAX MAP 139, PARCEL 62.01 CONTAINING APPROXIMATELY 19.73

ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF SUMNER COUNTY, TENNESSEE.

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR

CITY RECORDER

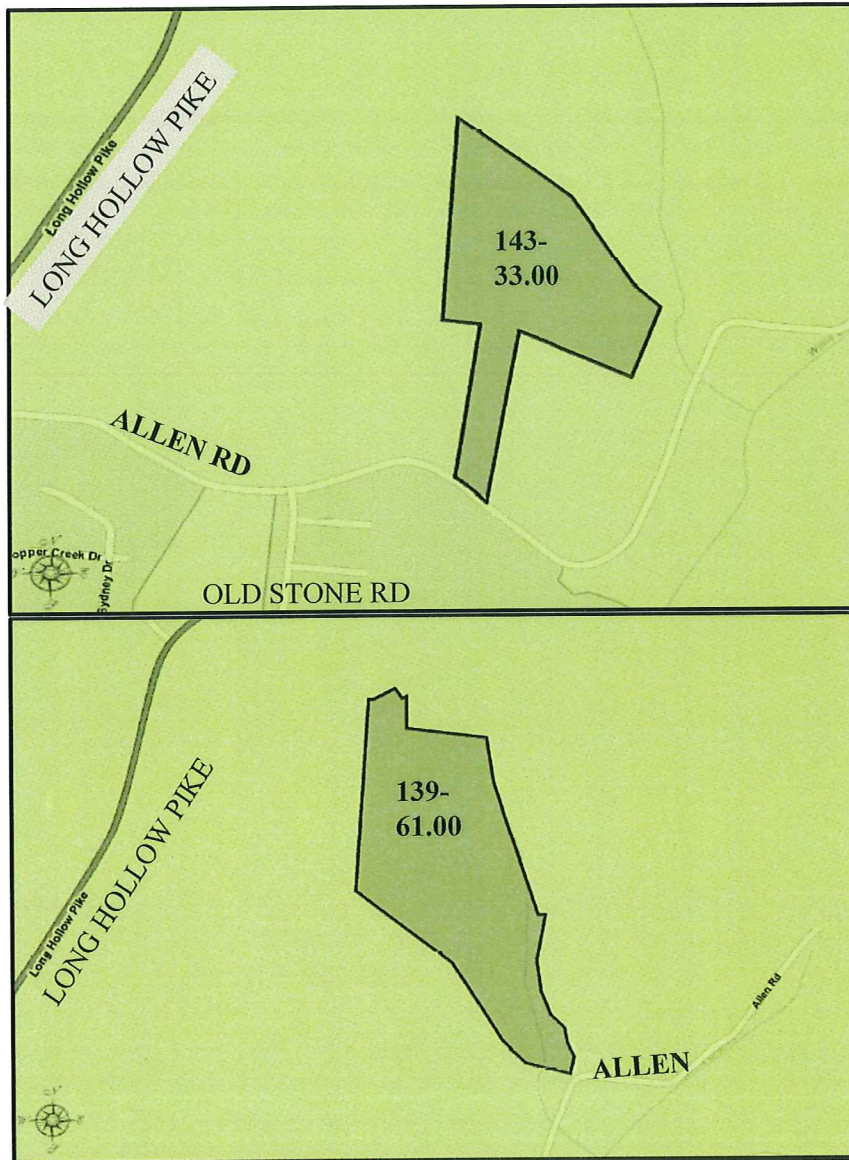
APPROVED AS TO LEGALITY AND FORM:

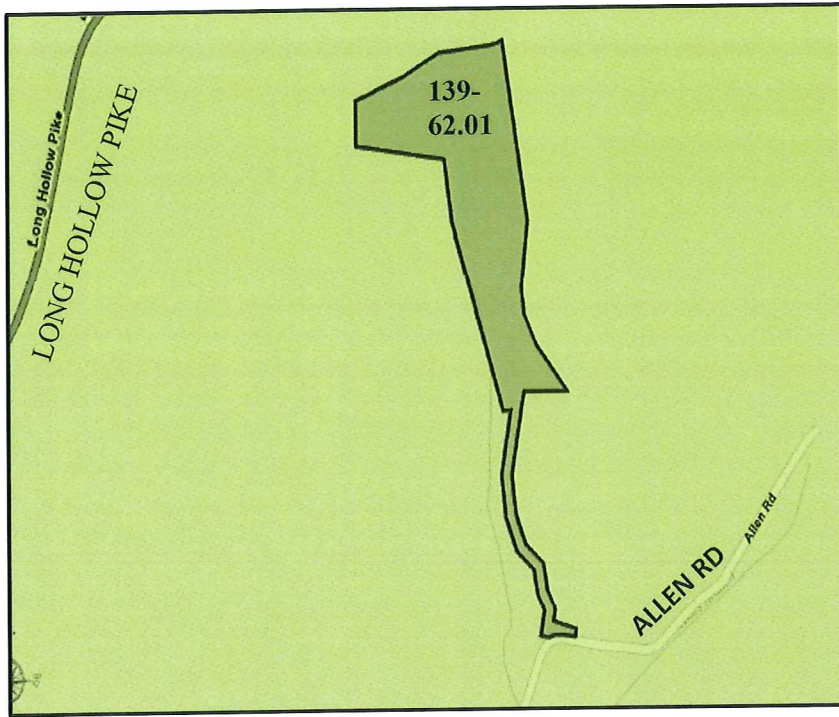
CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 17-894
"EXHIBIT A"





ORDINANCE NO. 17-895

AN ORDINANCE CREATING A STORMWATER FEE APPEALS APPLICATION FEE.

WHEREAS, in accordance to Ordinance 13-807, Section 21-113 there is a need to establish a stormwater fee appeals application fee;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF GOODLETTSVILLE, TENNESSEE THAT:

1. There is hereby created a stormwater fee appeals application fee of \$250.00.

THIS ORDINANCE SHALL TAKE EFFECT FIFTEEN (15) DAYS AFTER ITS FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

MAYOR

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

PASSED FIRST READING _____

PASSED SECOND READING _____

ORDINANCE 17-896

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF GOODLETTSVILLE BE AMENDED BY ADDING A NEW ARTICLE TO TITLE 9 THEREIN, PROVIDING FOR THE REGULATION OF MOBILE FOOD VENDORS

WHEREAS, the number of mobile food vendors in the middle Tennessee area has grown significantly, presenting both opportunities and challenges for local governments; and

WHEREAS, the Goodlettsville Municipal Code does not currently address mobile food vending; and

WHEREAS, it is appropriate to establish reasonable regulations to govern mobile food vending in the City of Goodlettsville, in an effort to provide reasonable opportunities for mobile food vendors to operate within the City; and

WHEREAS, the City further finds that such regulations are needed in order to protect the public health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1: That Title 9 of the Code of Ordinances of the City of Goodlettsville is hereby amended by adding a new article, to be designated as Chapter 5 and to read as follows:

ARTICLE VI. MOBILE FOOD VENDORS

Sec. 9-91. – Purpose.

The city finds that allowing mobile food vendors to operate, subject to practical regulations and limitations, is beneficial to persons living and working within the city. This article recognizes the unique physical and operational characteristics of mobile food vending, establishes standards for mobile food vending operations and promotes practices that serve the health, safety and welfare of the public.

Sec. 9-92. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Canteen truck means a vehicle that operates to provide food services to workers at locations where access to such services is otherwise unavailable or impractical (e.g., a construction site); from which the operator sells food and beverages that require no on-site preparation or assembly other than the heating of pre-cooked foods; and is not advertised in any form to the general public except by virtue of signage on the vehicle. Products sold from canteen trucks may include fruits, vegetables, pre-cooked foods such as hot dogs, pre-packaged foods and pre-packaged drinks.

Commissary means an establishment or facility in a fixed location that is used for the storage of supplies for a mobile food service vehicle, the preparation of food to be sold or served at a mobile food service vehicle, or the cleaning or servicing of a mobile food service vehicle or

the equipment used in conjunction with a mobile food service vehicle.

Edible food products means those products that are ready for immediate consumption, including prepackaged food and food cooked, prepared or assembled on-site. The term "edible food products" does not include fresh produce unless the produce has been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption.

Food truck means a vehicle from which edible food products are cooked, prepared or assembled with the intent to sell such items to the general public, provided further that food trucks may also sell other edible food products and beverages that have been prepared or assembled elsewhere. Food truck operators may market their products to the public via advertising, including social media.

Food truck rally means a coordinated and advertised gathering of more than two mobile food service vehicles in one location on a date certain with the intent to serve the public.

Food truck rally permit means a permit issued by the city for a food truck rally.

Ice cream truck means a vehicle from which the operator sells only pre-packaged frozen dairy or water-based food products and pre- packaged beverages. For purposes of this article, a non-motorized cart from which such products are sold shall be considered an ice cream truck.

Location means any single property parcel or any combination of contiguous parcels that are owned or controlled by a single entity or affiliated entities.

Mobile food service vehicle means a food truck, canteen truck or ice cream truck and includes any portable unit that is attached to a motorized vehicle and intended for use in the operation of a food truck, canteen truck or ice cream truck.

Mobile food vendor permit means a permit issued by the city for the operation of a mobile food service vehicle.

Operate means to sell food, beverages, and other permitted items from a mobile food service vehicle and includes all tenses of the word.

Operator means any person operating or permitted to operate a mobile food service vehicle.

Permit administrator means a person designated by the city manager to oversee the issuance, suspension and revocation of mobile food vendor permits and food truck rally permits.

Vehicle means every device in, upon or by which any person or property may be transported or drawn upon a street, including devices moved by human power.

Sec. 9-93. – Generally.

(a) It is a violation to operate a mobile food service vehicle at any location except in compliance with the requirements of this article.

(b) Mobile food service vehicle operators must comply with all federal, state and local licensing and permitting regulations and all business tax, sales tax and other tax requirements.

(c) The city manager is hereby authorized to promulgate rules and regulations

supplemental to the provisions herein for the purpose of carrying out the administration and enforcement of such provisions.

Sec. 9-94. – Locations and hours of operation.

(a) *Food trucks.*

(1) *Right-of-way/public property.* Food trucks may not operate within the public right-of-way or on any city property except as may be specifically allowed by the city. When allowed in the public right-of-way, a food truck must be positioned so as to comply with the requirements of section 9-95(b) herein. Food trucks may not operate on property owned by a public entity other than the city unless specifically allowed by such public entity. No unattended food truck shall be left at any time in the right-of-way or parked on any other public property overnight.

(2) *Private property.* A food truck with a current mobile food vendor permit may operate on private property if allowed as a permitted use under Title 78 (Zoning) of this Code, subject to the following conditions:

- a. *Permission.* Food trucks selling to the public from private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
- b. *Unimproved properties.* Regardless of any agreement with the owner of the property, a food truck may not operate on an unimproved parcel. For purposes of this section, a parcel is considered “improved” if it contains a building that may be occupied pursuant to applicable building codes.
- c. *Maximum number of food trucks.* No more than two food trucks may operate at any location unless a food truck rally permit has been issued.
- d. *Placement on lot.* Food truck operations, including any canopies, signage, equipment, and seating areas, may not occupy more than four parking spaces per food truck. Food trucks not parked within designated parking spaces shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.

(3) *Restroom facility.* Food truck operators operating at a location for a duration of more than three hours must have a written agreement, available upon request by the city, that permits employees to have access to an indoor restroom in a building no more than 150 feet from the vending location during all hours of operation.

(4) *Hours of operation.* Food trucks may operate beginning at 7:00 a.m. and ending at 9:00 p.m. unless otherwise restricted by the operator’s mobile food vendor permit or by the property owner. The city may permit extended hours of operation for a food truck rally.

(b) *Canteen trucks.*

- (1) *Right-of-way/public property.* A canteen truck with a current mobile food vendor permit may operate from the right-of-way adjacent to a clearly delineated location to cater to on-site workers. A clearly delineated location is one in which the boundaries are defined by the use of fencing enclosing the location or where the surrounding area is undergoing construction activity. Canteen trucks may not operate within any other public right-of-way or on any city property except as may

be specifically allowed by the city. When allowed in the public right-of-way, a canteen truck must be positioned so as to comply with the requirements of section 9-95(b) herein. Canteen trucks may not operate on property owned by a public entity other than the city unless specifically allowed by such public entity. No unattended canteen truck shall be left at any time in the right-of-way or parked on any other public property overnight.

- (2) *Private property.* A canteen truck with a current mobile food vendor permit may operate on private property within commercial and industrial zoning districts, subject to the following conditions:

- a. *Permission.* Canteen trucks operating on private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
- b. *Unimproved properties.* A canteen truck may operate on an unimproved parcel only if the parcel or an adjoining parcel is undergoing construction activity.
- c. *Placement on lot.* Canteen trucks shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.

- (3) *Hours of operation.* Canteen trucks may operate beginning at 7:00 a.m. and ending at 6:00 p.m. unless otherwise restricted by the operator's mobile food vendor permit. A canteen truck shall not remain in the public right-of-way for more than one hour during a day.

(c) *Ice cream trucks.*

- (1) *Right-of-way/public property.* An ice cream truck with a current mobile food vendor permit may operate from the right-of-way at any one location for no more than 15 minutes before relocating to another location not less than one-quarter mile from the previous location. When operating in the public right-of-way, an ice cream truck must be positioned so as to comply with the requirements of section 9-95(b) herein. Ice cream trucks may not operate on any other property owned by the city or another public entity except as may be specifically allowed by the city or other public entity. No unattended ice cream truck shall be left at any time in the right-of-way or parked on any other public property overnight.

- (2) *Private property.* An ice cream truck with a current mobile food vendor permit may operate on private property, subject to the following conditions:

- a. *Permission.* Ice cream trucks operating on private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
- b. *Unimproved properties.* Regardless of any agreement with the owner of the property, an ice cream truck may not operate on an unimproved parcel. For purposes of this section, a parcel is considered "improved" if it contains a building that may be occupied pursuant to applicable building codes.
- c. *Placement on lot.* Ice cream trucks shall not block fire lanes, designated traffic lanes or ingress and egress to and from a building or street.

- (3) *Hours of operation.* Ice cream trucks may operate beginning at 11:00 a.m. and ending

at sunset unless otherwise restricted by the operator's mobile food vendor permit.

Sec. 9-95. – Operating requirements.

(a) Vehicle requirements.

- (1) *Design and construction.* Mobile food service vehicles must be specifically designed and constructed for the purpose of preparation and sale of the specific type of food being sold and may not operate in any manner that is not compatible with the purpose for which the vehicle has been designed and constructed.
- (2) *Licensing.* Mobile food service vehicles must be licensed and equipped in accordance with the rules and regulations of all local, state and federal agencies having jurisdiction over such vehicles. The preparation and sale of food from mobile food service vehicles must comply with all applicable local, state and federal laws and regulations.

(b) Right-of-way.

- (1) Mobile food service vehicles other than ice cream trucks may not operate, stop, stand or park in any area of the right-of-way that is intended for use by vehicular travel, except in the event of a street closure for a special event. Mobile food service vehicles, including ice cream trucks, may not operate, stop, stand or park that in any way violates the provisions of Title 70 (Traffic and Vehicles) of this Code, impedes the flow of traffic, interferes with ingress or egress to or from any property or presents an unsafe condition for patrons, pedestrians or other vehicles.
- (2) Mobile food service vehicles shall park facing the same direction as traffic, at a distance of no more than 9 inches between the curb face or edge of pavement and with the service window of the vehicle facing the curb or edge or pavement.
- (3) When a mobile food service vehicle is allowed to operate in the public right-of-way, no seating area shall be provided, except as permitted in conjunction with a street closure for a special event.

(c) Business access. No mobile food service vehicle may operate in a location that:

- (1) Impedes the ingress to or egress from another business or otherwise causes undue interference with access to another business; or
- (2) Blocks the lawfully placed signage of another business.
- (3) Prevents access to another business by emergency vehicles.

(d) Pedestrians. If on or adjacent to a sidewalk, the components of a mobile food service vehicle's operations, including signage, seating areas and patron queue may not reduce the clear pedestrian path of travel on the sidewalk to less than six feet. All awnings or canopies of the vehicle shall be at least six feet, eight inches above the sidewalk.

(e) Distance between units. A mobile food service vehicle may not operate within three feet of any other mobile food service vehicle.

(f) Safety and fire prevention. All cooking, heating and electrical equipment and all cooking practices must comply with applicable safety regulations, including applicable fire and

electrical codes and any other safety requirements imposed by the city's fire and rescue department. No cooking equipment other than a heating apparatus compliant with applicable safety regulations may be used in a canteen truck. No cooking or heating equipment may be used in an ice cream truck. All mobile food service vehicles must be equipped with fire extinguishers that are inspected annually and certified as meeting National Fire Protection Association standards. No power cord, cable or equipment shall be extended across any public street, sidewalk or other public property.

(g) *Noise.* No sounds may be produced by a mobile food service vehicle's operations.

(h) *Support methods.* No mobile food service vehicle may use stakes, rods or any other method of support that must be drilled, driven or otherwise fixed into or onto asphalt, pavement, curbs, sidewalks or buildings.

(i) *Spills.* To prevent discharges into waterways, drainage systems or public sewer systems, each food truck shall comply with all stormwater regulations of the city and all regulations regarding prohibited discharges to public sewers. In addition, each vehicle shall have a spill response plan to contain and remediate any discharge from the vehicle.

(j) *Waste collection.* The area of a mobile food service vehicle operation must be kept neat and orderly at all times. Operation of a mobile food service vehicle in an area is deemed acceptance by the operator of the responsibility for cleanliness of the area surrounding the operations (not less than 50 feet from all parts of the vehicle) regardless of the occurrence or source of any waste in the area. During each period of operation at a location, the operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the mobile food service vehicle. All trash receptacles must be emptied when full, and all waste must be removed prior to departure of a mobile food service vehicle from a location.

(k) *Pedestrian service only.* Mobile food service vehicles shall serve pedestrians only. Drive-through or drive-in service is prohibited.

(l) *Signage.* Signage for each mobile food service vehicle shall be limited to signs on the exterior or interior of the vehicle and one sandwich board sign. All signs on the exterior of the vehicle shall be secured and shall not project more than six inches from the vehicle. One sandwich board sign may be placed outside the mobile food service vehicle, provided that the base of a sandwich board sign must be placed no further than two feet beyond the mobile food service vehicle. Sandwich board signs shall not exceed eight square feet per side or 48 inches in height and shall not obstruct or impede pedestrian or vehicular traffic.

(m) *Alcohol sales.* Food trucks may not sell alcoholic beverages, except as may be specifically allowed by applicable state law and city ordinance. Canteen trucks and ice cream trucks are prohibited from selling alcoholic beverages.

(n) *Insurance.*

(1) Mobile food service vehicles must maintain all motor vehicle insurance coverage required by applicable state and federal laws and regulations.

(2) Mobile food service vehicles operating on city property other than the right-of-way shall at all times maintain such further insurance coverage as may be required by the city manager. In the event the required coverage is not properly maintained, permission to operate on city property will be immediately revoked.

(o) *Exterior cooking equipment.* Any food preparation equipment outside of the mobile food service vehicle shall not obstruct vehicular or pedestrian traffic, and the use and operation of such equipment shall not create safety hazards for the public. Food shall not be served to customers directly from any outside food preparation equipment. Any smoker or other exterior equipment that generates heat shall be surrounded with at least three traffic safety cones.

(p) *Commissary.* A commissary, as defined in this article, shall not be located in any residential zoning district unless permitted as a home occupation in compliance with Title 78 of this Code.

Sec. 9-96. – Mobile food vendor permits.

(a) *Required.* The designated permit administrator shall oversee the issuance, suspension and revocation of mobile food vendor permits. No mobile food service vehicle may operate within the city without a mobile food vendor permit issued by the city. A mobile food vendor permit authorizes the holder only to engage in the vending of products from a mobile food service vehicle in compliance with this Code and as specified on the permit. The mobile food vendor permit must be prominently displayed when the mobile food service vehicle is in operation. This section shall not apply to contractual arrangements between a mobile food service vehicle operator and any individual, group or entity for pre-arranged catering at a specific location for a period of not more than four hours, provided that the mobile food service vehicle is not open to or serving the general public.

(b) *Application.*

(1) In order to obtain a mobile food vendor permit, a mobile food service vehicle operator must complete an application form provided by the city. The application shall include the following information:

- a. Name and address of the owner of the vehicle.
- b. Name and address of the operator of the vehicle.
- c. Color photographs of the exterior (front, side, and back) of the vehicle in its final condition and with all markings under which it will operate.
- d. A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the vehicle.
- e. A copy of the state or county health department license or permit applicable to mobile food providers.
- f. A copy of any alcoholic beverage licenses, if applicable.
- g. A copy of the operator's business license.
- h. A signed acknowledgement that the operator has read this article and will comply with all applicable requirements herein.
- i. Any additional information required by the permit administrator.

(2) Submittal of an application for a mobile food vendor permit must be accompanied

by payment of an application fee in the amount of \$50.00, provided that for any mobile food service vehicle previously found to be operating within the city without a current permit, the application fee shall be \$100.00 per vehicle.

- (3) Each mobile food vendor permit holder shall have an ongoing duty to provide the city with notice of any change to any of the information submitted with its permit application, including current photographs of the mobile food service vehicle in the event of any change in the appearance of or signage on the vehicle.

(c) *Issuance.* A mobile food vendor permit shall be issued upon verification that an application has been completed in accordance with the requirements of this section, except that no such permit will be issued to an operator whose permit is currently suspended or has been revoked within the preceding 12 months, or to any person who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months. If the permit administrator denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of the application.

(d) *Expiration.* All mobile food vendor permits shall expire on December 31 of each year, or on such alternate date as may be set by the permit administrator. A mobile food vendor permit may be renewed for the next 12-month period, provided that all applicable requirements are met and the permit is not currently suspended or has not been revoked within the preceding 12 months. The fee for renewal shall be the same as the application fee for a new mobile food vendor permit.

(e) *Transferability.* A mobile food vendor permit may not be transferred except as part of the sale of a controlling interest in a business holding the permit or a sale of substantially all of the assets of a business holding the permit. The operator of the mobile food service vehicle shall notify the city within ten days of any such sale and shall update any information that has been changed since the submittal of the application for the mobile food vendor permit.

(f) *Temporary permit.* If an operator of a mobile food service vehicle has not previously obtained a mobile food vendor permit and is found to be operating within the city, city staff may authorize the operator to continue operating for not more than two hours, provided that the operations must comply with the location and hours of operation requirements set forth in section 9-94 herein. Thereafter, the operator shall not operate a mobile food service vehicle within the city without first paying the required application fee and obtaining a mobile food vendor permit as required by this section.

Sec. 9-97. - Food truck rally permits.

(a) *Applicability.* All food truck rallies on public or private property require a food a special event permit. The permit administrator shall oversee the issuance of food truck special event permits. A special event permit shall be required for food truck rallies involving more than two mobile food service vehicles or for events that include a food truck rally.

(b) *Application.*

- (1) In order to obtain a food truck rally special event permit, the entity or organization hosting the food truck rally must complete an application form provided by the city. The application shall include the following information:

- a. Name and address of the owner of the entity or organization hosting the food truck rally.

- b. Name of person in charge of the food truck rally and a telephone number that may be used to contact such person during the food truck rally.
- c. Name and address of the owner of the property on which the food truck rally will be held, along with the property owner's written authorization.
- d. A site plan of the property on which the food truck rally will be held, showing proposed location of each food truck; location of any portable restroom facilities, if applicable; and location of any stages, tents, seating areas and any other facilities, structures or equipment to be used in conjunction with the food truck rally.
- e. Written description of the plans for the food truck rally, including parking locations, traffic control plans and the anticipated hours of operation.
- f. A list of all mobile food service vehicles participating in the food truck rally, along with confirmation that each vehicle operator has obtained or will obtain a mobile food vendor permit from the city.

(2) Submittal of an application for a food truck rally special event requiring a special event permit must be accompanied by payment of the required application fee.

(3) An application for a food truck rally special event permit shall be filed with the permit administrator. An application for a food truck rally special event permit shall be filed with the permit administrator at least 30 days prior to the date on which the food truck rally is to be held. At the discretion of the permit administrator, taking into account the feasibility of processing and approving the application, an application may be accepted by the permit administrator less than 30 days prior to a food truck rally.

(c) *Financial guarantees.*

(1) The permit administrator may establish requirements for the posting of a financial guarantee prior to issuance of a food truck rally special event permit to ensure that:

- a. The premises will be cleared of all debris during and after the food truck rally.
- b. Any damage to the public right-of-way resulting from the food truck rally is repaired.

(2) Any financial guarantee required shall be returned to the applicant only after all costs for removal of debris or repairs to public right-of-way damage have been deducted. In the event the financial guarantee is not sufficient to cover such costs, the entity or organization hosting the food truck rally shall be responsible for paying all remaining costs.

(d) *Issuance.* The permit administrator shall issue a food truck rally permit if the city determines that the application is complete, that the food truck rally will comply with the standards set forth in this article, and that appropriate measures have been taken to protect the public health, safety, and welfare. If the permit administrator denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of the application.

(e) *Conditions of approval.*

1. All food truck rally permits shall be subject to the following conditions:
 - a. All participating mobile food service vehicles must hold a valid mobile food vendor permit.
 - b. All lighting and electrical equipment brought to the site shall be subject to applicable permitting and inspection requirements, including payment of applicable fees.
 - c. All tents, stages and other temporary facilities shall be subject to safety inspections by the city before use.
 - d. The location shall be cleared of all trash and debris at the end of the event and cleared of all temporary structures and restored to its previous condition within 48 hours after the end of the event.
 - e. Traffic control and pedestrian safety in the vicinity of the event shall be the responsibility of the permittee of the event. The city may require that city forces be employed to assist with traffic control and pedestrian safety. Costs anticipated by the city for these services shall be estimated by the city and paid at least ten days in advance by the permittee as a condition of the permit. Following the event, any overpayment shall be refunded to the permittee, and any underpayment shall be billed to the permittee.

(2) In order to protect the health, safety, and welfare of the general public, to mitigate the potential impacts of the food truck rally, and to ensure compliance with applicable laws and regulations, the city may impose additional conditions and restrictions on the issuance of a food truck rally permit. Such conditions and restrictions may relate to, but are not limited to, hours of operation, layout, parking and security.

Sec. 9-98. – Enforcement.

(a) *Citation.* Each of the following circumstances constitute a violation of this article, for which a citation may be issued by a codes enforcement officer or police officer of the city:

- (1) Operation of a mobile food service vehicle without a current, valid permit, provided further that each day and each separate location at which a mobile food service vehicle is operated without a current, valid permit shall be considered a separate violation.
- (2) Continuation of temporary mobile food service vehicle operations beyond the time period authorized by staff.
- (3) Holding a food truck rally without a permit or failing to comply with the conditions of approval for a food truck rally permit.
- (4) Failure to comply with any other provision of this article.

(b) *Responsibility for violations.* The city codes enforcement officers and police officers may, at their discretion in consideration of the situation, cite any of the individuals or

entities listed below for any violation of the provisions of this article:

- (1) The operator of a mobile food service vehicle.
- (2) An employee working at a mobile food service vehicle.
- (3) The owner of the property on which a mobile food service vehicle is operated.
- (4) The entity or organization hosting a food truck rally, or the person in charge of the food truck rally.

(c) *Suspension of permit.* A mobile food vendor permit shall be suspended by the permit administrator if:

- (1) The applicant for the permit knowingly provided false information on the application.
- (2) Two violations of this article have occurred within a six month period in conjunction with the mobile food service vehicle for which the permit has been issued.
- (3) The operator of a mobile food service vehicle fails to maintain a current, valid vehicle registration, health department permit, business license or proof of required motor vehicle insurance coverage.

(d) *Revocation of permit.* A mobile food vendor permit shall be revoked by the permit administrator if:

- (1) Four violations of this article have occurred within a 12-month period.
- (2) A mobile food service vehicle is operated in an unlawful manner so as to constitute a breach of the peace or otherwise threaten the health, safety or general welfare of the public.

(e) *Reinstatement.*

- (1) *Suspended permit.* An operator may reinstate a suspended mobile food vendor permit by taking such actions as may be necessary to correct a mobile food service vehicle's noncompliance and paying a reinstatement fee of \$500 to offset the city's cost of enforcement measures, inspections and compliance verifications.

(2) *Revoked permit.* An operator whose mobile food vendor permit has been revoked may apply for a new permit after 12 months from the date of revocation, provided the operator has taken such actions as may be necessary to correct a mobile food service vehicle's noncompliance. The operator shall pay a permit reinstatement fee of \$500 to offset the city's cost of enforcement measures, inspections and compliance verifications.

- (3) No permit will be issued to any person who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months.

(f) *Notice.* Notice of the suspension or revocation of a mobile food vendor permit shall

be issued to the operator in writing by the permit administrator.

Sec. 9-99. – Appeals.

(a) *Filing.* The denial, suspension or revocation of a mobile food vendor permit or the denial of a food truck rally permit by the permit administrator may be appealed by filing a written notice of appeal, establishing the grounds for the appeal, with the city manager no later than ten business days following receipt of the notice of denial, suspension or revocation.

(b) *City manager's review.* When an appeal is filed with the city manager as set forth herein, the city manager may request such additional information from the operator and the permit administrator as may be deemed necessary. At the city manager's discretion, the appeal may be decided based on the written information and documentation submitted, or a hearing may be scheduled with the operator and the permit administrator. The city manager's decision shall be issued in writing, based on a written summation of the pertinent facts, and shall be final. The city manager may reverse the denial, suspension or revocation of a permit, or may reduce the waiting period required for reinstatement of a revoked permit if it is determined that the operator has taken reasonable steps to mitigate the violations leading to the revocation and to prevent future violations.

(c) *Refunds.* There shall be no refund of an application fee for a mobile food vendor permit or food truck rally special event permit that has been denied. There shall be no refund of a reinstatement fee for a suspended or revoked permit unless the city manager determines on appeal that the permit administrator acted in error in suspending or revoking the permit.

SECTION 2. There is hereby established a mobile food vending permit application fee of \$50.00 per mobile food vehicle, unless a vendor is determined to be operating without a permit at which time the permit application permit fee would be \$100.00.

SECTION 3. There is hereby created an annual mobile food vending permit fee of \$100.00 per mobile food vehicle, per calendar year (January 1, through December 31).

SECTION 4. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

SECTION 5. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

SECTION 6. That this ordinance shall take effect fifteen from and after its final passage the general welfare of the City of Goodlettsville, Tennessee, requiring it.

This ordinance shall take effect fifteen days after its final adoption, the welfare of the City of

Goodlettsville requiring it.

MAYOR

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

PASSED 1ST READING:_____

CITY ATTORNEY

PASSED 2ND READING:_____

RESOLUTION NO. 17-733

**A RESOLUTION ANNEXING A SECTION OF ALLEN ROAD RIGHT-OF-WAY BY
THE CITY OF GOODLETTSVILLE, TENNESSEE**

WHEREAS, The City of Goodlettsville hereby determines that the prosperity of the municipality and territory described herein will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed, and;

WHEREAS, Pursuant to the provisions of Section TCA 6-51-104, Tennessee Code Annotated as amended, requires that a resolution be adopted by the governing body of a city prior to annexing any territory; and before the adoption of said annexation resolution, a municipality shall hold a public hearing, and;

WHEREAS, Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated as amended, requires that a plan of services resolution be adopted by the governing body for the annexed territory, to designate a plan of services and Resolution 17-734 defines the plan of services for the annexed area, and;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF GOODLETTSVILLE, TENNESSEE:**

Section 1. Pursuant to the provisions of Section 6-51-104, Tennessee Code Annotated there is hereby adopted a resolution for the annexation of 1,150 feet of Allen Road improvements and right-of-way from Old Stone Road to the eastern boundary of Sumner County Property Tax Map 143 Parcel 33.00 as shown on "Exhibit A" for an area within the City of Goodlettsville defined Sumner County Urban Growth Boundary.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

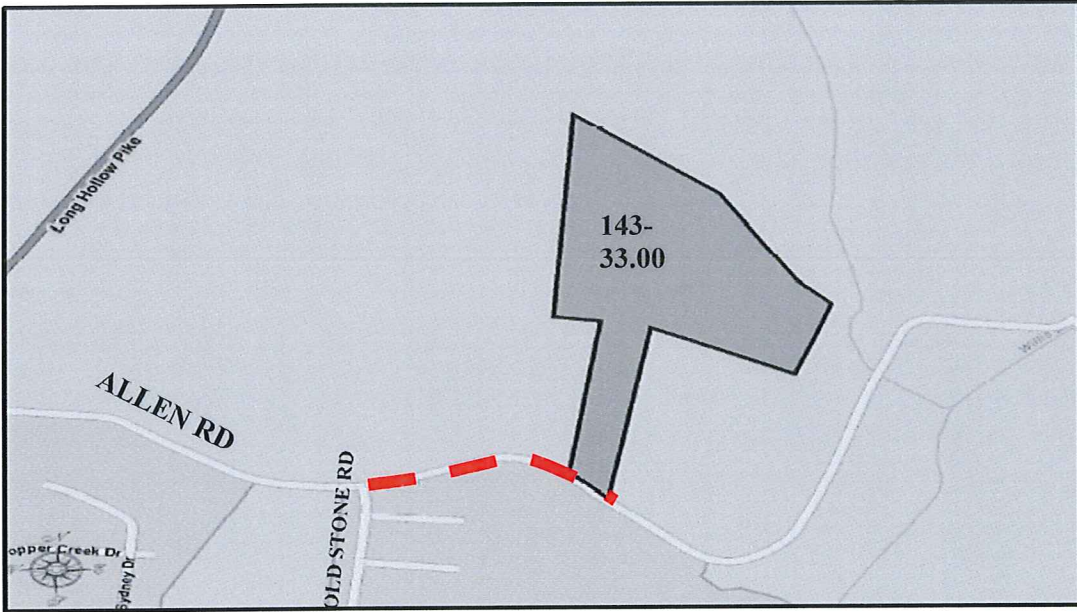
Approved as to form:

City Attorney

Resolution Passed: _____

RESOLUTION 17-733

“EXHIBIT A”



RESOLUTION NO. 17-734

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR ANNEXATION OF A SECTION OF ALLEN ROAD RIGHT-OF-WAY AS DESCRIBED IN RESOLUTION NO. 17-733 BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, TCA 6-51-102, as amended, requires that a plan of service be adopted by the governing body of a city prior to passage of an ordinance annexing any territory; and before the adoption of said plan of services, a municipality shall hold a public hearing and

WHEREAS, the Goodlettsville Municipal Planning Commission recommended this plan of service to the Goodlettsville City Commission at their April 3, 2017 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated there is hereby adopted for the area described in RESOLUTION# 17-733, which includes 1,150 feet of Allen Road right-of-way and existing roadway improvements from the eastern boundary of the Old Stone Road right-of-way to the eastern boundary of Sumner County Property Tax Map 143, Parcel 33.00, the following plan of service:

The following services shall be provided by the City of Goodlettsville:

The annexation contains the roadway and thirty (30) feet right-of-way of a 1,150 feet section of Allen Road, therefore all city services will not be applicable to the road right-of-way and sewer services are not included with the plan of services since this annexation resolution does not include any properties. Police protection, fire protection, street lighting, inspection services, and planning and zoning shall commence upon the effective date of annexation. Maintenance of public streets shall begin upon the effective date of annexation and street lighting services shall occur within one (1) year upon the effective date of annexation.

Miscellaneous: Any other governmental services provided by the City of Goodlettsville, not specified, will be provided after the effective date of annexation.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

Approved as to form:

Resolution Passed: _____

City Attorney

RESOLUTION NO. 17-735

**A RESOLUTION ANNEXING A 27.50 ACRE PROPERTY ON ALLEN ROAD BY THE
CITY OF GOODLETTSVILLE, TENNESSEE**

WHEREAS, The City of Goodlettsville hereby determines that the prosperity of the municipality and territory described herein will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed, and;

WHEREAS, Pursuant to the provisions of Section TCA 6-51-104, Tennessee Code Annotated as amended, requires that a resolution be adopted by the governing body of a city prior to annexing any territory; and before the adoption of said annexation resolution, a municipality shall hold a public hearing, and;

WHEREAS, Pursuant to the provision of Section TCA 6-51-104, the property owner has submitted a written request for the annexation of the property, and;

WHEREAS, The property is located in the City of Goodlettsville's Sumner County Urban Growth Boundary adopted per the Comprehensive Growth Plan provision of TCA Section 6-58, and;

WHEREAS, Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated as amended, requires that a plan of services resolution be adopted by the governing body for the annexed territory, to designate a plan of services and Resolution 17-736 defines the plan of services for the annexed area, and;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF GOODLETTSVILLE, TENNESSEE:**

Section 1. Pursuant to the provisions of Section 6-51-104, Tennessee Code Annotated there is hereby adopted a resolution for the annexation of the property referenced as Sumner County Property Tax Map 143, Parcel 33.00 including 27.50 acres as shown on "Exhibit A" for an area within the City of Goodlettsville defined Sumner County Urban Growth Boundary.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

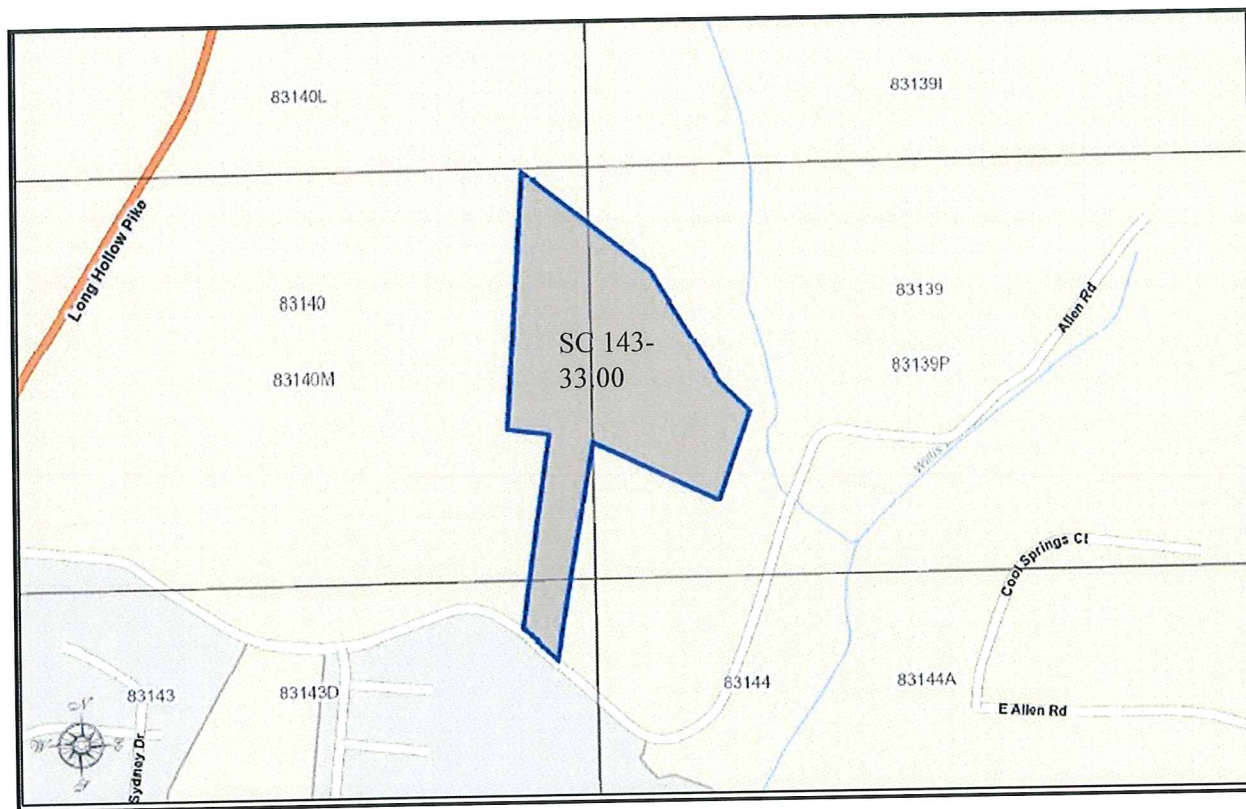
Approved as to form:

Resolution Passed: _____

City Attorney

RESOLUTION 17-735

“EXHIBIT A”



Property Map per Sumner County Tennessee Property Assessment Website:
tn.sumner.geopowered.com- April 13, 2017

Beginning at a south-west property corner of Sumner County Tax Map 143, Parcel 33.00 at a point on the northern margin of the Allen Road right-of-way then extending in a south-east direction 230' feet, more or less, along the northern margin of the Allen Road right-of-way along a southern boundary of Sumner County Tax Map 143, Parcel 33.00 to a south-east property corner of Sumner County Tax Map 143, Parcel 33.00 at a point on the northern margin of the Allen Road right-of-way; then extending in a north direction 1069' feet, more or less, along an eastern property boundary of Sumner County Tax Map 143, Parcel 33.00 and a property boundary of Sumner County Tax Map 143, Parcel 34.00 to a south-east property corner of Sumner County Tax Map 143, Parcel 33.00; then extending in a south-east direction 690' feet, more or less, along a southern property boundary of Sumner County Tax Map 14, Parcel 33.00 along property boundaries of Sumner County Tax Map 143, Parcels 34.00 and 35.00 and Sumner County Tax Map 144 Parcel 01.00 to a south-east property of Sumner County Tax Map 143, Parcel 33.00; then extending in a north-east direction 465' feet, more or less, along an eastern property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 139, Parcel 98.00 to a north-east property corner of Sumner County Tax Map 143, Parcel 33.00; then extending in a north-west direction 210' feet, more or less, along a northern property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 139, Parcel 61.00 then continuing in a north-west direction 630' feet, more or less, along a northern property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 139, Parcel 61.00 then continuing in a north-west direction 805' feet, more or less, along a northern property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 139, Parcel 61.00 to a north-west property corner of Sumner County Tax Map 139, Parcel 33.00; then extending in a south direction 958' feet

along a western property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 140, Parcel 121 then continuing in a south direction 300' feet, more or less along a western property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 143, Parcel 31.00 to a south-west property corner of Sumner County Tax Map 143, Parcel 33.00; then extending in an eastern direction 208' feet, more or less, along a southern property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 143, Parcel 32.00 to a south-west property corner of Sumner County Tax Map 143, Parcel 33.00; then extending in a southern direction 954' feet, more or less along a western property boundary of Sumner County Tax Map 143, Parcel 33.00 and along a property boundary of Sumner County Tax Map 143, Parcel 32.00 to the south-west property corner of Sumner County Tax Map 143, Parcel 33.00 that is the beginning point of this property description.

The 27.50 acre property described above includes the property referenced as Sumner County Tax Map 143, Parcel 33.00. Property Description prepared by the City of Goodlettsville Planning and Development Staff using on-line measurement tools per the Sumner County Tennessee Property Assessment Website: tn.sumner.geopowered.com- April 13, 2017.

RESOLUTION NO. 17-736

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR ANNEXATION OF 27.50 ACRES ON ALLEN ROAD AS DESCRIBED IN RESOLUTION NO. 17-735 BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, TCA 6-51-102, as amended, requires that a plan of service be adopted by the governing body of a city prior to passage of an ordinance annexing any territory; and before the adoption of said plan of services, a municipality shall hold a public hearing and

WHEREAS, the Goodlettsville Municipal Planning Commission recommended this plan of service to the Goodlettsville City Commission at their April 3, 2017 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated there is hereby adopted for the area described in RESOLUTION# 17-735, which includes 27.50 acres referenced as Sumner County Tax Map 143, Parcel 33.00 the following plan of service:

Police protection, fire protection, inspection services, recreation facilities and programs, and planning and zoning shall commence upon the effective date of annexation.

Maintenance of the annexed section of Allen Road shall commence upon the effective date of annexation. For new developed public streets installed in the annexed area, the City shall per the provisions of the City's Subdivision Regulations be responsible for maintenance one-year after final acceptance by the City Commission for streets constructed to city standards and dedicated to the City of Goodlettsville. The developer of the property may be responsible for Allen Road improvements per the development project traffic study and Planning Commission approvals.

Street lighting services on the annexed section of Allen Road shall commence within one year of the effective date of annexation.

Miscellaneous: Any other governmental services provided by the City of Goodlettsville, not specified, will be provided after the effective date of annexation.

The following services shall be provided by the Developer:

Extension and/or installation of water lines, fire hydrants, sewer lines, gas lines, street name signs, stop signs and/or street lights for new streets installed in the annexed area shall be the responsibility of the developer. Streets constructed by developers shall have street lights installed by the developer prior to acceptance as a public street. The developer of the property may be responsible for Allen Road improvements per the development project traffic study and Planning Commission review.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

Approved as to form and legality:

Resolution Passed: _____

City Attorney

RESOLUTION NO. 17-737

**A RESOLUTION ANNEXING A 38.88 ACRE PROPERTY ON ALLEN ROAD BY THE CITY
OF GOODLETTSVILLE, TENNESSEE**

WHEREAS, The City of Goodlettsville hereby determines that the prosperity of the municipality and territory described herein will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed, and;

WHEREAS, Pursuant to the provisions of Section TCA 6-51-104, Tennessee Code Annotated as amended, requires that a resolution be adopted by the governing body of a city prior to annexing any territory; and before the adoption of said annexation resolution, a municipality shall hold a public hearing, and;

WHEREAS, Pursuant to the provision of Section TCA 6-51-104, the property owner has submitted a written request for the annexation of the property, and;

WHEREAS, The property is located in the City of Goodlettsville's Sumner County Urban Growth Boundary adopted per the Comprehensive Growth Plan provision of TCA Section 6-58, and;

WHEREAS, Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated as amended, requires that a plan of services resolution be adopted by the governing body for the annexed territory, to designate a plan of services and Resolution 17-738 defines the plan of services for the annexed area, and;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF GOODLETTSVILLE, TENNESSEE:**

Section 1. Pursuant to the provisions of Section 6-51-104, Tennessee Code Annotated there is hereby adopted a resolution for the annexation of the property referenced as Sumner County Property Tax Map 139, Parcel 61.00 including 38.88 acres as shown on "Exhibit A" for an area within the City of Goodlettsville defined Sumner County Urban Growth Boundary.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

Approved as to form:

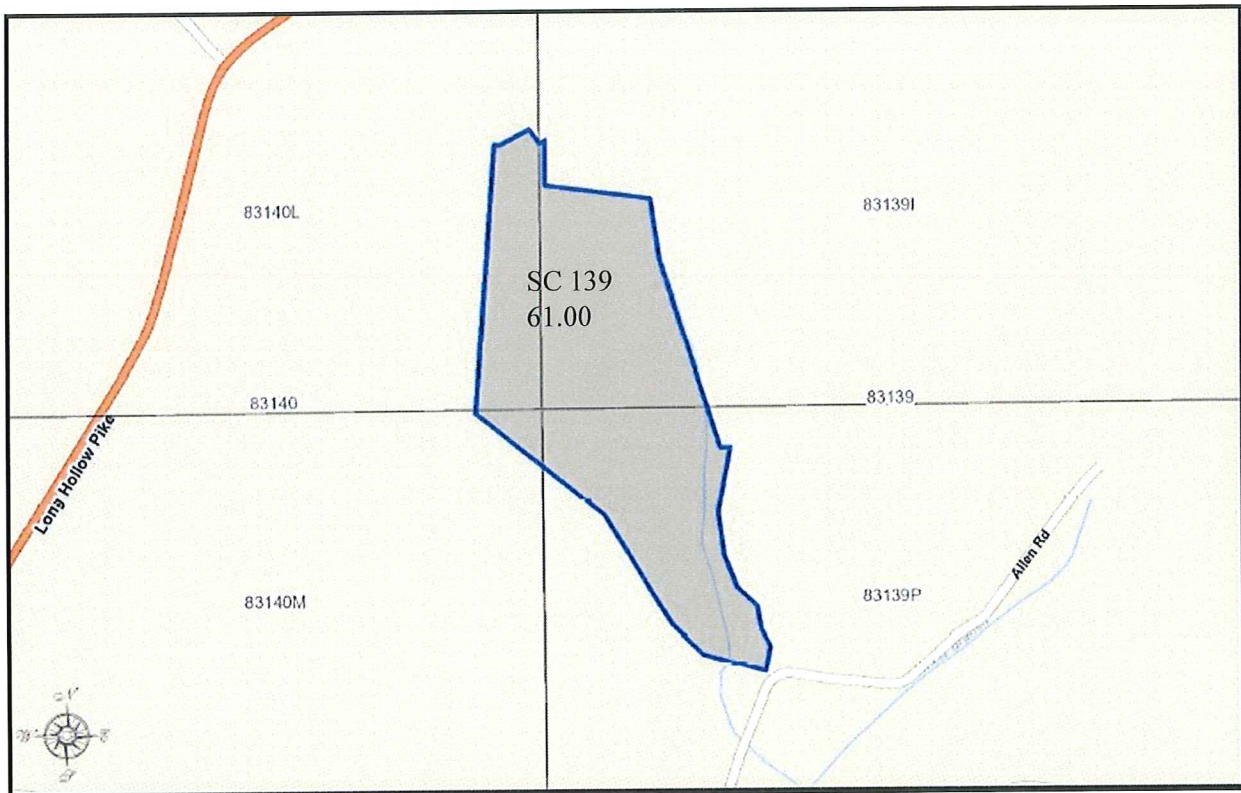
Resolution Passed:_____

City Attorney

RESOLUTION 17-737

“EXHIBIT A”

Property Map per Sumner County Tennessee Property Assessment Website:
tn.sumner.geopowered.com- April 13, 2017



Property Description per Sumner County Record Book 4442 Pages 410-411 Dated 12-13-2016
317 Allen Road

Land in the 6th Civil District, Sumner County, Tennessee, described as follows:

Beginning at a point in the Northerly margin of Allen Road, said point being a corner to Horst Lachmayer; thence with the margin of said Allen Road, South 78° 30 minutes West 98 feet to a corner with Sutton; thence, with the line of Sutton for the next six calls as follows: North 34° 30 minutes West 82.5 feet, South 78° West 53.5 feet, North 44° 30 minutes West 329.0 feet to a poplar, North 37° 15 minutes West 700.0 feet to a beech, North 56° West 200.0 feet to a hickory, North 54° 30 minutes West 344.5 feet to an elm, in the line of Mrs. John Jennings; thence with the line of said Mrs. John Jennings, North 6° East 1,204.6 feet to a corner with Luther Ralph, thence with the line of said Luther Ralph, South 87° East 599.0 feet, to a stone, corner to said Horst Lachmayer; thence with the line of said Horst Lachmayer, for the next ten calls as follows: South 11° East 361.3 feet, South 19° East 872 feet, North 76° East 103 feet, South 8° West 391 feet, South 6° 30 minutes East 176 feet, South 18° East 162 feet, South 46° East 127 feet, South 2° East 87 feet, South 22° West 100 feet, South 4° 45 minutes West 145 feet to the beginning, containing 38.88 acres, according to a survey by Harold H. Cole, Surveyor, dated April 4, 1972.

RESOLUTION NO. 17-738

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR ANNEXATION OF 38.88 ACRES ON ALLEN ROAD AS DESCRIBED IN RESOLUTION NO. 17-737 BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, TCA 6-51-102, as amended, requires that a plan of service be adopted by the governing body of a city prior to passage of an ordinance annexing any territory; and before the adoption of said plan of services, a municipality shall hold a public hearing and

WHEREAS, the Goodlettsville Municipal Planning Commission recommended this plan of service to the Goodlettsville City Commission at their April 3, 2017 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated there is hereby adopted for the area described in RESOLUTION# 17-737, which includes 38.88 acres referenced as Sumner County Tax Map 139, Parcel 61.00 the following plan of service:

Police protection, fire protection, inspection services, recreation facilities and programs, and planning and zoning shall commence upon the effective date of annexation.

Solidwaste collection for the existing home at 317 Allen Road shall begin within 180 days of the effective date of annexation

For new developed public streets installed in the annexed area, the City shall per the provisions of the City's Subdivision Regulations be responsible for maintenance one-year after final acceptance by the City Commission for streets constructed to city standards and dedicated to the City of Goodlettsville. The developer of the property may be responsible for Allen Road improvements per the development project traffic study and Planning Commission approvals.

Street lighting services on the annexed section of Allen Road shall commence within one year of the effective date of annexation.

Miscellaneous: Any other governmental services provided by the City of Goodlettsville, not specified, will be provided after the effective date of annexation.

The following services shall be provided by the Developer:

Extension and/or installation of water lines, fire hydrants, sewer lines, gas lines, street name signs, stop signs and/or street lights for new streets installed in the annexed area shall be the responsibility of the developer. Streets constructed by developers shall have street lights installed by the developer prior to acceptance as a public street. The developer of the property may be responsible for Allen Road improvements per the development project traffic study and Planning Commission review.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

Approved as to form:

City Attorney

Resolution Passed: _____

RESOLUTION NO. 17-739

A RESOLUTION ANNEXING A 19.73 ACRE PROPERTY ON ALLEN ROAD BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, The City of Goodlettsville hereby determines that the prosperity of the municipality and territory described herein will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed, and;

WHEREAS, Pursuant to the provisions of Section TCA 6-51-104, Tennessee Code Annotated as amended, requires that a resolution be adopted by the governing body of a city prior to annexing any territory; and before the adoption of said annexation resolution, a municipality shall hold a public hearing, and;

WHEREAS, Pursuant to the provision of Section TCA 6-51-104, the property owner has submitted a written request for the annexation of the property, and;

WHEREAS, The property is located in the City of Goodlettsville's Sumner County Urban Growth Boundary adopted per the Comprehensive Growth Plan provision of TCA Section 6-58, and;

WHEREAS, Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated as amended, requires that a plan of services resolution be adopted by the governing body for the annexed territory, to designate a plan of services and Resolution 17-740 defines the plan of services for the annexed area, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

Section 1. Pursuant to the provisions of Section 6-51-104, Tennessee Code Annotated there is hereby adopted a resolution for the annexation of the property referenced as Sumner County Property Tax Map 139, Parcel 62.01 including 19.73 acres as shown on "Exhibit A" for an area within the City of Goodlettsville defined Sumner County Urban Growth Boundary.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

Approved as to form:

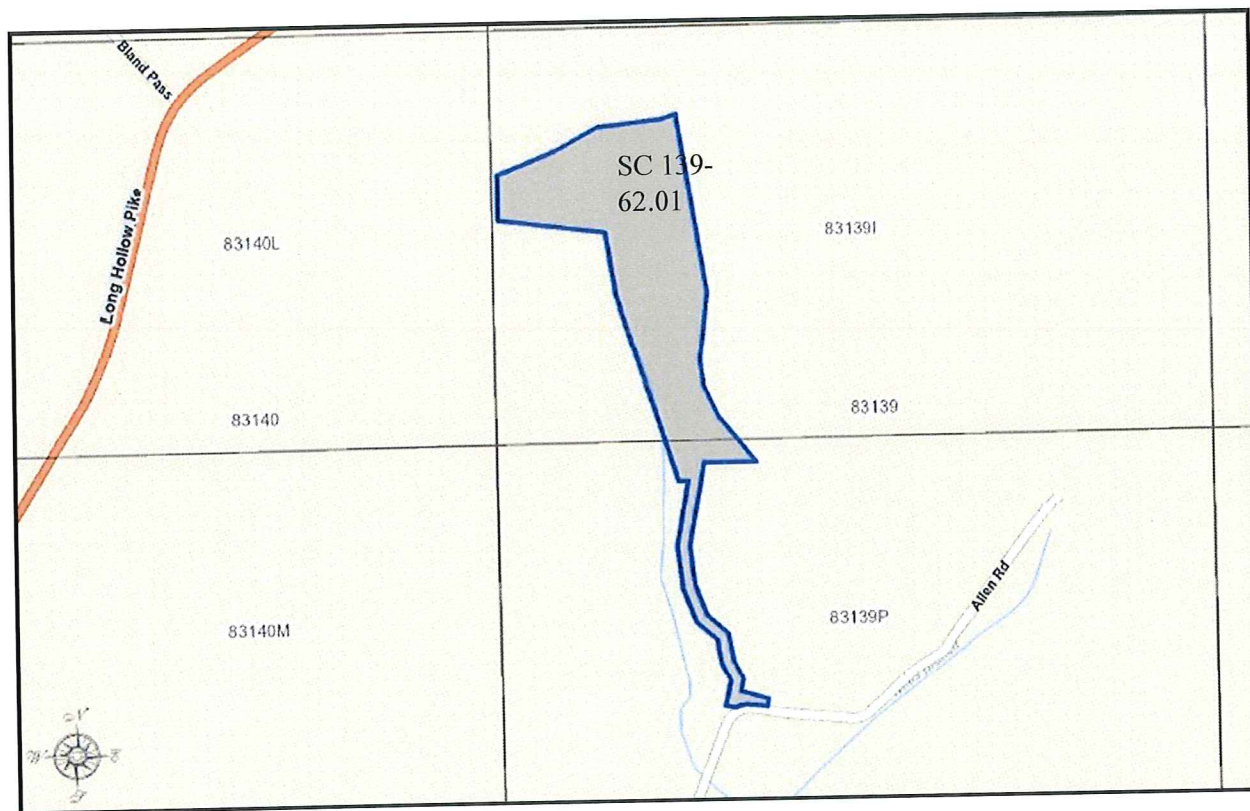
Resolution Passed: _____

City Attorney

RESOLUTION 17-739

“EXHIBIT A”

Property Map per Sumner County Tennessee Property Assessment Website:
tn.sumner.geopowered.com- April 13, 2017



Property Description per Sumner County Record Book 4155 Pages 631-634 Dated 7-31-2015

Certain real property situated in the, 6th Civil District of Sumner County, Tennessee, and described as follows to-wit:

- 1) Beginning at an old iron pin, in the northern margin of Allen Road [being 25 feet from the centerline], the southeast corner of the Carl Willis property of record in Book 2197, Page 462, R.O.S.C.T., the most west-southwest corner of this tract, thence along the line with Carl Willis, North 07 deg. 14 min. 49 sec. East, 119.07 feet to an old iron pin,
- 2) thence continuing along the line with Carl Willis, North 22 deg. 21 min. 56 sec. East, 105.19 feet to an old iron pin,
- 3) thence continuing along the line with Carl Willis, North 00 deg. 15 min. 40 sec. West, 85.15 feet to an old iron pin,
- 4) thence continuing along the line with Carl Willis, North 44 deg. 12 min. 31 sec. West, 127.70 feet to an old iron pin,
- 5) thence continuing along the line with Carl Willis, North 14 deg. 55 min. 32 sec. West, 162.03 feet to an old iron pin,
- 6) thence continuing along the line with Carl Willis, North 05 deg. 16 min. 04 sec. West, 174.98 feet to an old iron pin,
- 7) thence continuing along the line with Carl Willis, North 09 deg. 43 min. 20 sec. East, 392.50 feet to an old iron pin,
- 8) thence continuing along the line with Carl Willis, South 77 deg. 29 min. 39 sec. West, 91.59 feet to a tree corner,
- 9) thence continuing along the line with Carl Willis, North 17 deg. 48 min. 38 sec. West, 851.38 feet to a hackberry tree,
- 10) thence continuing along the line with Carl Willis, North 08 deg. 12 min. 37 sec. West, 372.74 feet to a new iron pin,
- 11) thence continuing along the line with Carl Willis, North 82 deg. 49 min. 15 sec. West, 577.71 feet to a set stone,
- 12) thence continuing along the line with Carl Willis, North 08 deg. 30 min. 39 sec. East, 140.90 feet to an old iron pin, the southwest corner of the Brenda Flatt property of record in Book 2061, Page 358, R.O.S.C.T.,
- 13) thence along the line with Brenda Flatt, North 64 deg. 19 min. 40 sec. East, passing the southwest corner of the Earl Brown property of record in Book 388, Page 440, R.O.S.C.T., passing the southwest corner of the Gene Turnage property of record in Book 336, Page 353, R.O.S.C.T., 376.17 feet to a nail in a dead tree,
- 14) thence continuing along the line with Gene Turnage, North 49 deg. 15 min. 41 sec. East, 116.31 feet to an oak tree,
- 15) thence continuing along the line with Gene Turnage, North @ 0 deg. 25 min. 37 sec. East, 138.11 feet to a cedar stump,
- 16) thence continuing along the line with Gene Turnage, North 88 deg. 05 min. 15 sec. East, 343.42 feet to a large tree,
- 17) thence along a new line with Tract 2, South 08 deg. 56 min. 32 sec. East,

B5B.28 feet to a new iron pin,
1) thence continuing along a new line with Tract 2, South 07 deg. 32 min. 31 sec. West, 327.5 feet to a new iron pin,
19) thence continuing along a new line with Tract 2, South 07 deg. 27 min. 34 sec. East, 118.58 feet to a new iron pin,
20) thence continuing along a new line with Tract 2, South 25 deg. 01 min. 42 sec. East, 168.46 feet to a new iron pin,
21) thence continuing along a new line with Tract 2, South 39 deg. 08 min. 50 sec. East, 286.45 feet to an old iron pin, the northeast corner of the James Thomas property of record in Book 2408, Page B63, R.O.S.C.T.,
22) thence along the line with James Thomas, North 84 deg. 57 min. 36 sec. West, 258.41 feet to an old iron pin,
23) thence continuing along the line with James Thomas, South 09 deg. 58 min. 21 sec. West, 405.91 feet to an old iron pin,
24) thence continuing along the line with James Thomas, South 04 deg. 35 min. 44 sec. East, 163.67 feet to an old iron pin, the most west-northwest corner of the Richard Garrett property of record in Book 308, Page 158, R.O.S.C.T.,
25) thence along the line with Richard Garrett, South 16 deg. 06 min. 20 sec. East, 144.63 feet to an old iron pin,
26) thence continuing along the line with Richard Garrett, South 44 deg. 11 min. 36 sec. East, 134.72 feet to an old iron pin,
27) thence continuing along the line with Richard Garrett, South 00 deg. 02 min. 51 sec. East, 117.74 feet to an old iron pin,
28) thence continuing along the line with Richard Garrett, South 23 deg. 53 min. 30 sec. West, 103.29 feet to an old iron pin,
29) thence continuing along the line with Richard Garrett, South 06 deg. 33 min. 42 sec. West, 74.02 feet to an old iron pin,
30) thence continuing along the line with Richard Garrett, South 72 deg. 56 min. 07 sec. East, 170.00 feet to an old iron pin,
31) thence continuing along the line with Richard Garrett, South 10 deg. 40 min. 32 sec. West, 26.00 feet to an old iron pin, in the northern margin of Allen Road (being 25 feet from the centerline),
32) thence along the northern margin of Allen Road (parallel and 25 feet from the centerline), South 84 deg. 29 min. 48 sec. West, 75.52 feet to an old iron pin, the southeast corner of the Carl Willis property of record in Book 2197, Page 462, F.L.O.S.C.T.,
33) hence along the line with Carl Willis, North 72 deg. 53 min. 52 sec. West, 92.43 feet to an old iron pin,
34) thence continuing along the line with Carl Willis, North 72 deg. 43 min. 16 sec. West, -49.70 feet to the beginning, containing 197.33 acres, more or less, as surveyed by Burns Land Surveying under Tennessee License No. 1053, dated 09-23-2010.

RESOLUTION NO. 17-740

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR ANNEXATION OF 19.73 ACRES ON ALLEN ROAD AS DESCRIBED IN RESOLUTION NO. 17-739 BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, TCA 6-51-102, as amended, requires that a plan of service be adopted by the governing body of a city prior to passage of an ordinance annexing any territory; and before the adoption of said plan of services, a municipality shall hold a public hearing and

WHEREAS, the Goodlettsville Municipal Planning Commission recommended this plan of service to the Goodlettsville City Commission at their April 3, 2017 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated there is hereby adopted for the area described in RESOLUTION# 17-739, which includes 19.73 acres referenced as Sumner County Tax Map 139, Parcel 62.01 the following plan of service:

Police protection, fire protection, inspection services, recreation facilities and programs, and planning and zoning shall commence upon the effective date of annexation.

For new developed public streets installed in the annexed area, the City shall per the provisions of the City's Subdivision Regulations be responsible for maintenance one-year after final acceptance by the City Commission for streets constructed to city standards and dedicated to the City of Goodlettsville. The developer of the property may be responsible for Allen Road improvements per the development project traffic study and Planning Commission approvals.

Street lighting services on the annexed section of Allen Road shall commence within one year of the effective date of annexation.

Miscellaneous: Any other governmental services provided by the City of Goodlettsville, not specified, will be provided after the effective date of annexation.

The following services shall be provided by the Developer:

Extension and/or installation of water lines, fire hydrants, sewer lines, gas lines, street name signs, stop signs and/or street lights for new streets installed in the annexed area shall be the responsibility of the developer. Streets constructed by developers shall have street lights installed by the developer prior to acceptance as a public street. The developer of the property may be responsible for Allen Road improvements per the development project traffic study and Planning Commission review.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Ledger" on April 19, 2017.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on May 11, 2017.

Attest:

Approved:

City Recorder

Mayor

Approved as to form: City Attorney

Resolution Passed: _____

RESOLUTION NO. 17-742

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND WASTE INDUSTRIES OF TENNESSEE, LLC FOR PROVIDING SANITATION AND CURBSIDE RECYCLING SERVICES.

WHEREAS, the current City of Goodlettsville Solid Waste contract is set to expire on June 30, 2017;
and

WHEREAS, the City of Goodlettsville recently accepted Requests for Competitive Sealed Proposals as authorized by Resolution 17-724; and,

WHEREAS, after evaluating all proposals, Waste Industries of Tennessee, LLC, was determined to be the most qualified firm based on the evaluation criteria established in Resolution 17-724;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE MEETING IN REGULAR SESSION THIS THE 11TH DAY OF MAY, 2017 THAT THE MAYOR IS AUTHORIZED TO A CONTRACT WITH WASTE INDUSTRIES OF TENNESSEE, LLC FOR THE PURPOSE OF PROVIDING SANITATION AND CURBSIDE RECYCLING SERVICES AND THE CONTRACT IS ATTACHED HERETO AS EXHIBIT I.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

MAYOR

Adopted: _____
(Date)

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Solid Waste and Recycling Collection, Transportation, and Disposal Agreement

EXHIBIT 1

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into this _____ day of _____, 2017 by and between the CITY OF GOODLETTSVILLE, TENNESSEE, a Tennessee municipality, (herein the "CITY") and Waste Industries of Tennessee, LLC, a Delaware Limited Liability Company (herein the "CONTRACTOR") residing at 7320 Centennial Boulevard, Nashville, TN 37209.

WITNESSETH:

WHEREAS, the CITY desires to exclusively contract with a Contractor of Solid Waste and Recycling Collection Services which shall furnish labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect and transport household-generated Acceptable Waste, brown goods, and recyclable materials from designated residential locations and Public Facilities within the City of Goodlettsville, Tennessee, or which come within the CITY limits of Goodlettsville by reason of annexation during the term of this Contract, transport same to the designated disposal location, or a recycling location, and perform all other work or services incidental to household-generated Acceptable Waste brown goods, - and transportation services in accordance with the terms and provisions of this Contract. Collection excludes white goods, electronics, construction debris, commercial-generated materials, debris from storms, acts of God or excess amounts more than normal household-generated waste. In performance of this Contract, the CONTRACTOR binds himself to the CITY to comply fully with all provisions, undertakings, and obligations hereinafter set forth (herein the "Contract Items"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing,

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract, and

WHEREAS the CITY will purchase, repair and maintain solid waste carts and the CONTRACTOR will purchase, repair and maintain 95-gallon recycling carts.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

Section 1. SCOPE OF CONTRACT

The City hereby engages the CONTRACTOR to exclusively furnish the services and/or products as specified in the Request for Sealed Competitive Proposals dated April 11, 2017, issued by the CITY for Solid Waste Collection Services (herein the "Request for Competitive Sealed Proposals" or "RFCSP") and any amendments thereto are attached and incorporated by reference herein and made a part hereof.

Section 2. TERM OF CONTRACT

The period of this Contract shall be for Sixty (60) months, beginning on July 1, 2017, and ending on June 30, 2022. This Contract may be extended by mutual agreement upon the same terms for one (1) additional successive sixty (60) month period or portions thereof, up to a cumulative total of One Hundred Twenty (120) months, by written notice to the other party given at least Ninety (90) days before the expiration of the term then in existence.

Section 3. COMPENSATION

Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its Proposal to the CITY and to furnish labor, equipment, materials, supplies and other necessities required to perform the services (including unexpected overtime, additional equipment, or

other needed resources) within the schedule or time period specified at the cost specified in said Proposal and amendments, if any, the Proposal and any amendments being attached and incorporated by reference herein and made a part hereof.

Service	July 1, 2017- June 30, 2018	July 1, 2018- June 30, 2019	July 1, 2019 - June 30, 2020	July 1, 2020- June 30, 2021	July 1, 2021- June 30, 2022
Monthly unit price for residential, townhouse and condo solid waste pick-up, on a minimum once a week basis for curbside pick-up.	\$8.73	\$8.92	\$9.12	\$9.32	\$9.52
Monthly unit price cost per each additional can per residence.	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Monthly unit price for residential, townhouse and condo solid waste pick-up, on a minimum once a week basis for Backdoor pick-up (Medical and Distance from home waivers).	\$8.73	\$8.92	\$9.12	\$9.32	\$9.52
Monthly unit price for residential, townhouse and condo recycle pick-up, on bi-weekly basis for curbside recycling.	\$2.12	\$2.17	\$2.21	\$2.26	\$2.31
Optional Cost for monthly unit price for residential, townhouse and condo recycling pick-up, on a minimum bi- weekly basis for Backdoor recycling pick-up.	\$7.25	\$7.41	\$7.57	\$7.74	\$7.91

- Rate schedule for 2.2% increase will be effective for the fiscal year of July 1, 2018.

Payment of Compensation.

a. The CONTRACTOR will be paid monthly by the City at the prices set forth in the Proposal submitted pursuant to the RFCSP (the "Proposal") and are not to exceed the proposed rates. The CONTRACTOR shall submit monthly billings to the City on a form approved by the City. CONTRACTOR shall bill in arrears and payment of the billing will be made no later than the 10th day of the following month in which the invoice was submitted. All invoices shall be sent to the Public Works Director, Public Works Department, City of Goodlettsville, 215 Cartwright St., Goodlettsville, TN 37072.

b. Subject to adjustments as provided in this Contract monthly billings will be an amount equal to the applicable monthly unit prices multiplied by the Count as defined and determined. The City reserves the right to partially pay any billing submitted by the CONTRACTOR for failure to complete collection routes or for failure to complete all collection services required during the collection route schedules such determination to be made in the reasonable discretion of the CITY.

Count

- a. Payment will be based on the Residential Unit Count (the "Count") Accordingly, such Count will include single-family residential dwellings and certain high-density dwellings such as townhouses, duplexes, and condominiums.
- b. An initial Count will be determined and established by the City as of July 1, 2017 for the initial calendar quarter period of this Contract. Thereafter, a revised Count shall be determined at the beginning of every calendar quarter during the term of this Contract to establish the Count to be used for all monthly billings during that same calendar quarter.
- c. The City will conduct a quarterly count and advise CONTRACTOR via email. Any vacant addresses will be emailed to CONTRACTOR upon City's notification of such.

Section 4. ADDITIONAL SERVICES

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

Section 5. SPONSORSHIPS

The CONTRACTOR agrees to provide the CITY five thousand dollars (\$5,000.00) annually for the sponsorship of various annual Goodlettsville Special Events. The CITY agrees to recognize the CONTRACTOR as a sponsor by various means such as signage, posters, news releases, etc.

Section 6. CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Commissioners, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

Section 7. COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, Ordinances, and regulations in any manner affecting the provisions of the Contract and to comply with all instructions and orders issued by the CITY regarding the Contract terms and provisions

Section 8. TERMINATION

If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

Section 9. WARRANTY

The CONTRACTOR warrants that the Contract items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Competitive Sealed Proposals. CONTRACTOR is responsible for repairing damage caused by the Contractor's employees or equipment that may occur during the normal course of providing services (e.g., mailboxes, cleaning hydraulic or trash spills, etc.).

Section 10. DELAYS, DAMAGES

If the CONTRACTOR refuses or fails to prosecute the work with such diligence as will ensure its completion within the thirty (30) day period set forth in Section 8, the CITY may terminate its rights hereunder. In such event, the CITY may require the surety to fully perform and complete the work in the manner required by the performance bond or the CITY may take over the work and prosecute the same for completion by Contract or otherwise and the CONTRACTOR and his surety shall be liable to the CITY for any excess cost occasioned thereby. If the CONTRACTOR'S right to proceed is so terminated, the CITY may take possession of and utilize in completing the work all of the CONTRACTOR'S equipment for the remaining term of the original Contract. The City will compensate the Contractor for the use of the equipment by leasing or purchasing the equipment at a fair market value as determined by an independent third party.

Section 11. FORCE MAJEURE

CONTRACTOR shall use reasonable efforts to furnish to the CITY the services as provided for in this Contract; but it is understood and agreed that CONTRACTOR does not guarantee its ability to provide such use at all times and CONTRACTOR will not be liable to the CITY if such services are not provided as contemplated herein due to any of the following events: flood, earthquake, fire, epidemic, acts of God, war, national emergency, civil disturbance, riot, sabotage or terrorism, restraint by court order or order of public authority, and similar occurrences beyond the reasonable control of CONTRACTOR that makes compliance with any of the material obligations under this Contract in a timely manner impracticable or impossible. Rain, sleet, snow, tornados and severe wind all are anticipated to occur during the term of this Contract and only such weather conditions that are so severe as to preclude safe operations by the CONTRACTOR under a reasonable standard shall excuse CONTRACTOR from timely performing its services hereunder. If such weather conditions do occur that entitle CONTRACTOR to delay or excuse it from performance of its services, CONTRACTOR and the CITY shall negotiate in good faith regarding what reduction should be made in payments to CONTRACTOR hereunder, if any.

Section 12. INSURANCE

The CONTRACTOR shall, at all times, maintain policies providing the following minimum insurance protection as evidenced by the Certificates of Insurance and any other attachments or endorsements specified by the CITY.

Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and Property Damage.

Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Automobile Liability coverage in the minimum amount of Two Million Dollars (\$2,000,000) combined single limits for Bodily Injury and Property Damage.

Pollution Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, Pollution Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) for environmental liabilities not otherwise covered by other liability insurance.

Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, full and complete Workers' Compensation Coverage as required by State of Tennessee law.

Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals required hereunder thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be

issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

Section 13. PERFORMANCE BONDS

CONTRACTOR will furnish performance bonds as security for the faithful performance of this CONTRACT, said bonds to be executed by a responsible and recognized surety company who is acceptable to the CITY and is licensed and authorized to do business in the State of Tennessee. Bonds will be provided and signed by the CONTRACTOR and included herein and made part of this CONTRACT. The payment and performance bonds will be furnished to the CITY annually by the CONTRACTOR for each year of this CONTRACT or renewal term and shall guarantee performance of this CONTRACT and payment for all materials and labor by the CONTRACTOR. The amount of the bonds for the first year shall be equal to the monthly unit price times the estimated Unit Count determined by the CITY. The amount of the payment and performance bonds for each of the following twelve (12) month periods shall equal 100% of the amount paid to the CONTRACTOR by the CITY during the twelve (12) month period immediately preceding such period.

Section 14. CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR hereby agrees to protect, indemnify and hold harmless the CITY, CITY officers, CITY agents, and CITY employees from and against any and all loss, expense, damage, charges and costs (including court costs and attorney's fees) for damage because of bodily injury, death, or injury to or damage of property arising out of or in consequence of the performance of the work under or in any manner related to this CONTRACT whenever such injury, death or damage is due to or claimed to be due to any act or omission on the part of the CONTRACTOR, or others whose services are engaged by the CONTRACTOR, or anyone directly or indirectly employed or controlled by either of them, including CONTRACTOR'S subcontractors, officers, agents and/or employees, in the course of the performance of the work provided for in the CONTRACT, except such injury, destruction or death to the extent caused by the negligence or fault of the CITY.

If either party has occasion to either defend or assert its rights under this CONTRACT in a court of law or equity, before a board of arbitration or otherwise, the prevailing party shall pay any and all costs of such action, including court costs and reasonable attorney's fees, incurred by the prevailing party in asserting or defending its rights under this CONTRACT.

Section 15. ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

Section 16. EQUAL EMPLOYMENT OPPORTUNITY

Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice, setting forth the provisions of the non-discrimination clause contained herein above. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph in all subcontracts, if any, for services or products covered by this Contract.

NOT LESS THAN MINIMUM WAGE TO BE PAID CONTRACTOR shall pay and shall require any

subcontractor of CONTRACTOR, if any, to pay without deduction or rebate, unless expressly authorized by law, not less than the minimum wage established by Federal or State law during the term of this Contract to all Persons employed by him in the furnishing of work, labor, or services in the performance of this Contract. The CONTRACTOR further agrees that for any breach or violation of the foregoing stipulation, he shall be liable to the CITY for liquidated damages in a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract, which sum may be withheld from any amounts due on this Contract or the same may be recovered in a suit brought by the City Attorney in the name of the CITY and shall be in addition to damages for any other breach of this Contract.

The CONTRACTOR agrees that the CITY may examine his books and records or the books and records of any subcontractor of CONTRACTOR to ascertain the rate of wages paid to any Person employed by either of them in the furnishing of work, labor or services in the performance of this Contract.

Section 17. TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY which will not be unreasonably withheld.

Section 18. CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this Contract shall constitute an exclusive contract for the collection and transportation of Solid Waste and/or Recycling Materials; that said Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

Section 19. SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

Section 20. FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

Section 21. ENTIRE AGREEMENT

This Contract and all attachments hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

Section 22. PERMITS, LICENSES & CERTIFICATES

The CONTRACTOR shall obtain, at its own expense, all permits, licenses (including Davidson and Sumner Counties and the City of Goodlettsville business licenses) and certificates required by federal, state and local laws, Ordinances, rules and regulations and maintain the same in full force and effect for the completion of the work pursuant to this Contract.

Section 23. FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

Section 24. CONTRACTING AUTHORITY

The Persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby Personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

Section 25. GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Davidson County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

Section 26. OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

Section 27. SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

Section 28. NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows to both:

CITY:

City of Goodlettsville
105 S. Main Street
Goodlettsville, TN 37072
Facsimile: (615) 851-2212
Email: tellis@goodlettsville.gov or jmccormick@goodlettsville.gov

CONTRACTOR:

Waste Industries of Tennessee, LLC
7320 Centennial Boulevard
Nashville, TN 37209
Email: ryan.stack@wasteindustries.com

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

Section 29. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein

by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 30. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder

Section 31. OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

IN WITNESS HEREOF:

City of Goodlettsville

By: _ John Coombs, Mayor

Witnessed:

By: _____

Approved as to Form and Content:

By: _ City Attorney

By: _ Authorized Signature

Witnessed:

By: _____

Appendix "A"

GENERAL PROVISIONS Section 1

– Operations.

- a. Hours of Operation. Collection of Solid Waste shall not start before **7:00 a.m.** nor continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.
- b. Routes of Collection. The City will provide existing route collection information. Collection routes may be established by the Contractor. The Contractor shall submit a map designating the collection routes and collection route schedules at least Sixty (60) days prior to the start of service under the Contract. The Contractor may from time-to-time propose to the City for approval changes in routes or days of collection. The City understands that efficient routing will be determined by Waste Industries and has the understanding that services will be provided Monday through Friday and during normal business hours. Any service not normally scheduled will be at the City's approval. Upon City's approval of the proposed changes, Contractor shall promptly give written and published notice to the affected residential households. If collection days and/or routes change, Contractor shall publish, at its expense, a map of such collection routes. The published map shall be of such size to clearly show all pertinent information. Contractor will work alongside the City to publicize such information.
- c. New Service. The City shall notify the Contractor of all new Solid Waste collection service requests at least weekly. Solid Waste collection service should begin at the new address within five (5) business days of such notice.
- d. Holidays. For purposes of the Contract, the following days shall be celebrated as holidays when no services will be performed:
 - New Year's Day
 - Thanksgiving Day
 - Christmas Day

Collection route schedules may be changed after any holiday to be one day later in the week so that every collection location will receive its regularly scheduled weekly service within a seven-day collection period. If a holiday falls on a Saturday or Sunday, then the regular collection scheduled may be observed. Alternative holiday collection schedules may be proposed by Contractor. Contractor must inform the City of its collection schedule changes due to holidays, weather, etc.

e. Complaints.

- 1) All complaints shall be given prompt and courteous attention. Complaints include, but are not limited to, calls regarding missed services, failure to follow container handling and placement guidelines, failure to properly replace lid on the container following collection, failure to collect all Solid Waste and/or Recyclable Materials due to improper collection service and other items outlined in the Specifications.
- 2) In the case of a complaint, the Contractor shall investigate and determine, based on set procedure, the type of error made. Service shall be provided to the resident regardless of fault for Solid Waste unless the request violates set procedure in the Contract Documents or the Specifications. A determination of justified (Contractor error) or unjustified (other) will be made by the City concerning each service request. The number of justified complaints is not to exceed, in any one month, more than twenty-five (25) per week on a monthly average. The determination of the justification of the complaints shall lie solely with the City, based upon criteria developed jointly by the City and the Contractor. The Contractor has the right to contest any complaint and resolution shall be jointly agreed upon by the City and the

Contractor.

- 3) Failure to maintain an acceptable level of service may invoke liquidated damages according to the following table or, if acceptable resolution is not reached, may be grounds to terminate the Contract:

<u>Number of Justified Complaints Over 25 per Month</u>	<u>Liquidated Damages Per Complaint</u>
25 to 50	\$50 per complaint
51 to 75	\$75 per complaint
76 to 100	\$100 per complaint
101 or greater	\$125 per complaint

- 4) Notice received from a customer will be considered a justified complaint unless the Contractor can prove to the City's satisfaction that the complaint is not warranted. The Contractor and City recognize that the City will suffer damage if the Contractor fails to comply with the aforesaid provisions, that such damages would be difficult to ascertain, and that the aforesaid liquidated damages per complaint represents a reasonable and agreed estimate of the City's actual damages for each such failure of the Contractor.
- 5) For the complaint process, the City will generate a service request e-mail for every complaint call received. The Contractor is responsible for retrieving the service request e-mails at least twice daily with one such collection of service request forms to occur before 9:00 a.m. and the other to occur before 2:00 p.m. so that the complaints will be addressed and corrected in a timely manner. Complaints received prior to 2:00 p.m., Monday through Friday, will be addressed the same day. Complaints received after 2:00 p.m., Monday through Friday, will be addressed by 12:00 noon the following workday. All missed service requests are to be resolved within twenty four (24) hours.
- 6) The City will provide a report to the Contractor each month that identifies each complaint. The report may include the date of the complaint, the complaint location, the nature of the complaint, the date of complaint resolution, and the final justification status as determined by the City. The Contractor will supply the City with a monthly report detailing the complaint calls received directly by the Contractor for each type of service under the Contract Documents. The report will include data the City specifically requests from Contractor.

During the first sixty (60) days service under the Contract, the Contractor will be provided a grace period to initiate changes in the collection system without penalty.

f. Rest Breaks. Contractor Personnel will take rest breaks only at commercial facilities or designated City Facilities and not on the grounds of residences, City rights-of-way, or streets and roadways. Rest breaks include, but are not limited to, non-working time along the collection route for meals, for resting and for use of sanitary facilities.

g. Hauling. All materials hauled by the Contractor shall be contained, tied, enclosed or otherwise sealed such that leaking, spilling or blowing of the collected refuse is prevented.

h. Disposal. See "Definitions" section.

Performance and Inspection.

- 1) The City expects that all Solid Waste specified under the Contract will be properly removed and collected from the streets per pre-determined routes and properly transported to the designated site or facility for disposal.

- 2) Contractor agrees that its performance shall be subject to random, unannounced inspections at any and all times during the term of the Contract, by parties designated to do so by the Contract Administrator. The Contractor agrees to comply with all reasonable requests for improvements in service made by the representative of the City. City shall have the right to reject defective workmanship and services and to require their correction. Rejected workmanship and services shall be satisfactorily corrected without charge. If the Contractor fails to proceed to correct such defective workmanship or services, as hereinafter provided for, the City may proceed with such corrective work and all direct costs occasioned in the performance of such corrective work shall be withheld and deducted from any payments due the Contractor.
- 3) The City expects that any incident of refuse spilled or dumped by the Contractor on the streets, right-of-ways or other collection areas during the collection process will be removed at the time of the incident and the area of the incident will be left in a condition satisfactory to the City. The City will notify the Contractor about reported or sighted spill incidents and the Contractor will clean up the spill site within twenty-four (24) hours of the notification.
- 4) Conditions that adversely impact the ability of the Contractor to properly perform the collection process will be promptly reported by the Contractor to the Contract Administrator for consideration and resolution. This notification will occur at any time that the collection process deviates from the specified or agreed procedures, routes or schedules. This notification will include incidents of malfunctioning equipment, absentee Personnel and any other condition that will cause a delay in the collection route schedule or diminished performance.

Section 2 – Facilities

- a. The Contractor shall maintain an office equipped with a local telephone number and qualified Personnel as may be necessary to receive and respond to service requests, complaints and other inquiries and requests from the City between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding holidays.
- b. The Contractor shall maintain storage and maintenance facilities for all equipment in a condition acceptable to the City insofar as zoning, traffic and nuisance considerations are concerned if such facilities are located in the City of Goodlettsville.

Section 3 – Communications

- a. Communications. If, during the term of the Contract, the Contractor makes significant City-approved changes in the collection methods, procedures or schedules, additional communications to residents will likely be required. The City and the Contractor will mutually agree to any required subsequent communications to residents.
- b. Forms of Communication.
 - 1) Flyers and/or mailers will be created and sent to each residential address. Website and email communication will also be coordinated with the City and utilized.
 - 2) At the start of service under the Contract, the Contractor will provide for the production and printing of a Solid Waste and Recycling informational brochure outlining the collection

rules and procedures. Contractor will provide 10,000 copies of a four-color, up to an 11X17 size paper that is folded into a self-mailing flyer-type paper brochure.

- 3) If unacceptable Solid Waste materials are not taken during the route collection process, the Contractor will leave behind a printed explanatory notice for the resident. The notice will be placed with or attached to any uncollected Garbage, Rubbish, Excess Trash, Recyclable Materials. Contractor's printed notice will include information about the types of Solid Waste materials not acceptable for collection.

- d. Communication Approvals. All advertisements, notices, pamphlets, brochures, or other communications that are provided by the Contractor to residents will be subject to final approval by the City. Contractor should allow fourteen (14) days for City approval.

Section 4 – Equipment Required by the CONTRACTOR.

- a. The Contractor shall provide an adequate number of vehicles for regular collection services. The number and type of specialized equipment and routes to be used by the Contractor to fulfill this Contract will be clearly described. The Contractor will submit to the City a list of all equipment to be used in the performance of services at least thirty (30) days prior to the start of services under the Contract. Thereafter, the list of equipment will be updated and provided to the City at least twice annually. The equipment list will include the vehicle type and model, the manufacturer, the year of manufacture, the vehicle identification number (VIN), and the identification number painted on the side of the vehicle.
- b. Compacting trucks with closed sides will be used to collect Garbage, Rubbish and Recyclable Materials so as to keep to a minimum the nuisance of odors and spilled trash during collection. Equipment must be leak-proof to prevent leakage of wet residue from the truck or other equipment body onto the streets, roads, or grounds. The Contractor is responsible for the cleaning and/or repair of any street, curb or gutter soiled or damaged from its negligence or faulty equipment not through normal wear and tear. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of Solid Waste will be acceptable. Sufficient collection equipment including back-up trucks shall be maintained and used by the Contractor to perform service in accordance with established collection route schedules. Any replacement or additional equipment required during peak collection periods to adhere to the collection schedule is the responsibility of the Contractor.
- c. All trucks and other mobile equipment used by the Contractor in the performance of services shall be painted a uniform color which provides for good visibility and shall be equipped with applicable warning lights. The name of the Contractor and a vehicle identification number shall be prominently displayed thereon. Contractor shall not use a firm name containing "City" or "Goodlettsville" or other words implying municipal ownership. Any truck being used to collect Recyclable Materials shall be clearly identified as a recycling vehicle. If a temporary vehicle is utilized for Recyclable Materials, a magnetic decal (at least 2-feet by 3-feet in size) will be affixed to both cab doors such that the vehicle is readily identified as collecting Solid Waste and/or Recyclable Materials.
- d. The Contractor shall maintain all trucks and other equipment used in connection with the services in good working condition and in a clean and sanitary condition at all times. Each vehicle used to collect and transport Garbage and Recyclable Materials shall be washed and cleaned on at least a weekly basis. Each piece of collection equipment shall be reasonably well painted at all times.

- e. All equipment used in the City to provide services under the Contract will be properly registered and will comply with all Federal (DOT), state (TDOT) and local rules and regulations. The City maintains the right to disallow the use of a piece of collection

equipment if a visual inspection of the equipment reveals unsafe mechanical defects, inoperable lighting or warning signals, or other mechanical conditions that would reasonably be considered unsafe for operation on the City streets and roadways.

- f. Each vehicle provided for the performance of services will be outfitted with additional equipment such as rakes, brooms, shovels or other small implements to pick up any refuse that is dropped or spilled by the Contractor during the collection process.

- g. All vehicles shall be equipped with some form of two-way communication.

Section 5 - Contractor's Personnel

- a. Valid Driver License. Employees driving Contractor's vehicles shall each at all times possess and carry a valid Commercial Driver License. The City may at any time, request to review a roster of the Contractor's Personnel and their commercial drivers' license.
- b. Uniform. Contractor's Personnel shall be required to wear clean clothing and the standard uniform of the Contractor bearing the name of the Contractor and employee.
- c. Hiring. The Contractor shall undertake to provide care and diligence in providing neat, orderly and courteous Personnel. The Contractor agrees to avoid employing employees who have documented records for not meeting this standard. The Contractor will abide by Department of Labor and all other Applicable Laws and regulations regarding the hiring of Personnel. The City encourages absorption of existing solid-waste municipal employees who will be required to abide by Waste Industries' pre-screening and hiring practices.
- d. Number of Personnel. In conjunction with providing the collection routes and schedules to the City, the Contractor shall supply a list of job descriptions and the number of Personnel (including full-time, part-time, temporary, and independent Contractors) that will be utilized to perform the collection services.
- e. New Employee Background Checks. Contractor will perform standard criminal background checks on all Personnel hired after the start date of the Contract who will be performing services under the Contract for the Contractor.
- f. Personnel Training. All Contractor Personnel providing Solid Waste collection services in the City shall be properly trained by Contractor on the collection procedures and the materials to be collected. It will be the Contractor's responsibility to prepare written training materials that support the collection procedures.
- g. Superintendent of the Contractor. The Contractor shall have a competent member of management, foreman or superintendent satisfactory to the City available at all times during the progress of the work with authority to act for it. This representative will maintain communication during hours of collection and have mobile phone capabilities for direct contact from the City.

Section 6 – Compliance with Applicable Laws and Regulations

The Contractor shall comply at all times with all applicable federal, state and local laws, Ordinances and regulations, including all public health and sanitary regulations in any manner affecting the provision of work pursuant to the Contract. The Contractor shall comply with all applicable Ordinances that have an effect on or regulate Garbage, Rubbish, Recyclable Materials, and disposal operations within the City. In the instance that any future City Ordinance may cause the Contractor to have increased basic costs, such increased cost shall be negotiated.

It will be the responsibility and obligation of the Contractor to comply in all respects with the applicable provisions of environmental protection laws regulating collection and disposal of refuse and landfill sites and of Public Act 596, 91st Congress (The Occupational Safety and Health Act of 1970), as amended, and the rules, regulations, and standards promulgated thereunder then in effect. The Contractor shall also furnish to the City confirmation in writing of compliance with the Public Law 101-336.

Section 7 – Rate of Progress and Reporting

- a. Requirement to Complete Work. Notwithstanding any other provisions in the Contract, the Contractor shall furnish sufficient forces and equipment to ensure the completion of the work in accordance with the approved schedules and its completion no later than the respective allowed times for completion as set forth in these Contract Documents.
- b. Reports. The Contractor will furnish no later than monthly, or as decided upon, various reports required by the City.

Appendix "B"

DEFINITIONS:

Whenever the following terms occur in the Contract Documents they shall have the meaning hereinafter given:

"Acceptable Waste" means any Solid Waste generated by a City residence or facility and collected for disposal by or on behalf of the City but specifically excludes any Unacceptable Waste as defined herein.

"Applicable Law" means any Permits, issued for or with respect to the collection and Disposal Site (or any component thereof) and/or issued for or with respect to the performance by a party of its obligations hereunder, and any statute, law, constitution, charter, Ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the City, the Contractor and/or the collection and Disposal Site (or any portion thereof), or the performance by a party of its obligations hereunder.

"ANSI" means the American National Standards Institute.

"Automated Collection" shall mean the collection of a Roll Cart by mechanical means, usually with a single-driver vehicle equipped with a side-loading arm to pick up and dump the Roll Cart.

"Bag" means plastic or paper sacks designed to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top, with the total weight (including contents) not to exceed 35 pounds.

"Brown Goods" means furniture, bulky items, and/or regular household items that do not fit within a garbage bag or the 96 gallon roll cart. Brown goods are not classified as "White Goods".

"Building Materials" shall include building-type debris from the repair, remodeling or renovations to a home or appurtenances. This material includes wood and lumber, drywall, cabinets and similar household debris. This debris excludes concrete (dry mix or solid), dirt, sand, rocks or other similar base materials.

"Bulk Refuse" includes that refuse or trash, such as stoves, refrigerators, water tanks washing machines, furniture, mattresses or similar bulky waste material having a weight greater than fifty (50) pounds and a volume greater than forty-five (45) gallons.

"City Facilities" or "City Buildings" means any governmental or institutional establishment and all other buildings or premises owned, leased or otherwise controlled by the City.

"City Waste" means any and all Solid Waste and/or Recyclable Materials generated by City Facilities and specifically excludes Unacceptable Waste as defined herein.

"Commencement Date" means the date the Contractor begins performing Services pursuant to the Contract Documents.

"Commercial & Industrial Wastes" shall mean all such wastes distinctive to industrial, manufacturing or processing plants and shall not include Hazard Waste.

"Contract" means the completed Contract for Services that is executed by all parties.

"Contract Administrator" shall mean the City Administrator of Goodlettsville or their designated representative.

"Contract Documents" means the City of Goodlettsville "Request for Competitive Sealed Proposals" dated April 11, 2017, (the "RFCSP") and may include, but not be limited to, the following:

- Contract
- RFCSP
- Financial Proposal
- Proposers Processes & Methods
- Addenda Acknowledgement Form (If Needed)
- Contractor Information & References
- Drug & Alcohol Testing Acknowledge Statement
- Title VI & Title IX Information – Voluntary
- Insurance Requirements & Certifications
- Payment & Performance Bonds
- Contract Acknowledgement Form
- Notice of Award

"Contractor" shall mean the Person who agrees pursuant to the terms and conditions of a Contract between such Person and the City to perform the Services on behalf of the City required by the Contract.

"Contractor's Personnel" means any Person employed or utilized by the Contractor on a permanent, temporary, subcontractor, Contract or other basis, in the Contractor's provision of the Services.

"Curbside" shall refer to that portion of the right-of-way adjacent to the curb, paved street, or traveled CITY roadway. Curbside also refers to the borders or edges of services alleys and parking areas that adjoin residences.

"Delivery Date" means the date the parties execute the Contract Documents.

"Disposal Site" means a State-approved Solid Waste management facility (i.e. transfer station, landfill, processing center, staging area etc.) approved for the disposal, transfer or processing of Acceptable and City Waste and/or Recyclable Materials collected pursuant to the Contract.

"Excess Trash" shall mean and include any combination of Rubbish not in containers, Bulk Refuse, and Building Materials and shall not include either Recyclable Materials or Yard Debris.

"Garbage" shall include every accumulation of both animal and vegetable matter that attends the preparation, use, cooking, or dealing in or storage of meat, fish, fowl, fruits, vegetables, or other form of foodstuffs.

"Hazardous Waste" means any chemical, compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive or otherwise harmful, including all substances that are listed as hazardous by the State of Tennessee and/or Federal guidelines.

"Household Hazardous Waste (HHW)" shall mean and include waste materials generated in the home or residence that are flammable, toxic, corrosive or reactive and are not acceptable in a waste disposal landfill. These items may include automotive or marine products such as batteries, oil, grease, antifreeze and gas; paint products such as oil based paints, thinners, stains and varnishes;

lawn and garden products such as pesticides, fertilizers and herbicides; other miscellaneous materials such as pool chemicals, medicines, aerosols and compressed gases. These items are typically only accepted at an official HHW site for proper disposal. Other unacceptable items include but are not limited to ammunition, explosives, Medical Waste and radioactive materials.

"Infectious Medical Waste" means solid or Liquid Wastes, which may contain pathogens with sufficient virulence and quantity such that exposure to the waste by a susceptible host has been proven to result in an infectious disease. Such waste may include, but is not limited to, cultures and stocks of infectious agents; blood and blood products; pathological wastes; contaminated carcasses, body parts and bedding of animals exposed to pathogens or medical research; all discarded sharps (e.g. hypodermic needles, syringes, Pasteur pipettes, broken glass and scalpel blades); and, other wastes determined infectious by the State Department of Health.

"Liquid Waste" means any waste material that is determined to contain "free liquids" as defined by Method 9095 (Paint Filter Liquids Test) as described in "Test Methods for Evaluating Solid Wastes. Physical/Chemical Methods" (EPA publication number SW-846).

"Medical Waiver Residential Unit" or "Exemption Route Request" means those Residential Units which the City has determined in its sole discretion are qualified to have Services provided at its backdoor. A Medical Waiver Residential Unit or residential unit on the City's current "Exemption Route" shall receive the same Garbage and recycling service at its backdoor as any other Residential Unit receives as a Documents service. The Contractor shall provide this service to all Medical Waiver Residential Units or Exemption Route Requests as determined by the City.

"Medical Waste" means all waste generated in direct patient care or in diagnostic or research areas that is non-infectious but aesthetically repugnant if found in the environment.

"Ordinance" shall mean the Code of Ordinances for the City of Goodlettsville.

"Person" shall mean every natural Person, firm, partnership, association, corporation or Solid Waste authority whether public or private.

"Personnel" (see Contractor's Personnel)

"Public Facilities" shall mean the City address locations specified by the CITY as serving the public and requiring the collection of Garbage, Rubbish and/or Recyclable Materials.

"Recyclable Materials" shall mean those waste items specified by the CITY for separate collection and transport to a specified recycling facility.

"Recyclable Materials Container" means the container for use by residents for the storage and collection of Recyclable Materials. Such container shall have a minimum capacity of ninety-five (95) gallons and be made with durable, high-density polyethylene (HDPE) resin. Such containers shall be in a color, as directed by the City. The City will not be charged for any repairs or replacement for any bin during the life of the warranty. Each Recyclable Materials Container shall include a serial number and provided to the City.

"Residential Unit" means a single-family dwelling and townhouse/condominium dwelling within the incorporated limits of the City. Each single-family dwelling unit within any such townhouse/condominium development shall be billed as a separate unit. A Residential Unit shall be deemed occupied and counted as a billed unit as provided for herein when water and sewer services are being supplied thereto. Any occupied multi-family residential complex including townhouses, condominiums, or apartments currently utilizing a commercial waste hauler shall be treated

as a commercial unit unless specifically agreed to by the City.

"Roll Cart" or "Cart" For all Services rendered under this Contract all Roll Carts shall be supplied, delivered and maintained in proper working condition by the City. The City shall promptly replace any Cart not in proper working condition. The Roll Carts shall be designed to be emptied by both semi-automated and fully-Automated Collection systems.

The body of the Roll Cart shall be composed of polyethylene resin from a nationally recognized brand supplier. Contractor or Roll Cart manufacturer shall maintain, on file, certification by the resin Contractor that the resin supplied and used for construction of the Roll Carts meets published physical properties for each lot of resin purchased.

The Roll Cart and its component parts, shall meet all testing standards as set forth by ANSI including Waste Container Safety Requirements, Product Safety Signs and Label Requirements and Waste Container Compatibility Dimensions. Proposer must submit certified copies of all ANSI test results with its Proposal.

Each Roll Cart shall include a serial number for the purpose of Roll Cart tracking and identification. Each Roll Cart shall be provided with a lid that continuously overlaps and comes in contact with the Roll Cart body that prevents the intrusion of rainwater, rodents, birds, and flies.

"Rubbish" includes all non-Garbage household Solid Waste such as paper, cardboard, glass, plastic, crockery, excelsior, cloth, and similar non-recyclable materials.

"Semi-automated Collection" shall mean a collection system that includes mechanical equipment, such as a flipper, to assist the collection worker with the pick-up and dumping of the Roll Cart.

"Solid Waste" shall mean all types of refuse and waste expected to be collected and transported under the terms of the Contract Documents.

"Standard Residential Container" means a Bag or a water and leak resistant plastic or metal container with handles or bales (strengthened for lifting) and having a tight fitting cover to prevent entry by rodents or vermin.. The container must be placed at the location designated by the City in order to be emptied by the Contractor. It shall be the responsibility of the resident for washing and cleaning their container(s).

"TDEC" means the State of Tennessee Department of Environment and Conservation.

"Unacceptable Waste" means such Hazardous, Infectious, Liquid, Medical Waste, motor oil, batteries, gasoline, paint, rubber tires or other solid or Liquid Waste specifically prohibited for disposal at a State Approved Disposal Facility by TDEC or any other regulatory agency having jurisdiction over such landfill, in accordance with Applicable Law.

"White Goods" means large household appliances.

"Yard Debris" may include those items such as grass clippings, shrubbery, tree trimmings, limbs, tree trunks, tree stumps, bagged leaves, and other similar vegetative material.

Terms Generally: Whenever the context may require, any pronoun which is used in the Contract Documents shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include" "includes", and "including" as used herein shall be deemed to be followed by the phrase "without limitation".

APPENDIX C
CITY OF GOODLETTSVILLE DRUG AND
ALCOHOL TESTING POLICY

All City of Goodlettsville employees are subject to drug and alcohol testing. Employees in safety- sensitive positions, including, without limitation, police, fire and those who hold a commercial driver's license, are subject to pre-employment, reasonable suspicion, post-accident, and random drug and alcohol testing. All Contractors are required to submit an affidavit, attached hereto, that attests that such Contractor operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Goodlettsville. Contractors are hereby notified pursuant to Public Chapter 693 of the Public Acts of 2002 (codified as T.C.A. Section 50-9-114) that employers shall have seven (7) calendar days from the date that the successful Contractor and the City of Goodlettsville enter into the Contract to file suit in the Davidson County Chancery Court to contest the Contract issued to the successful Contractor on the grounds that it violates said Public Chapter due to the fact that the successful Contractor did not comply with said Public Chapter. Employers that do not contest the Contract within said seven (7) calendar days by filing suit in Davidson County Court shall waive their rights to challenge the Contract for violation of the provisions of Public Chapter 693.

